

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, NOVEMBER 1, 2016 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**JERRY CANO**  
*Vice Mayor*

**ALBERT MENDIVIL**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**AWARDS AND RECOGNITIONS**

**PRESENTATIONS**

1. [Unified Port of San Diego Update - Robert "Dukie" Valderrama - Port Commissioner, Vice Chairman](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of \_\_\_\_\_. (City Clerk)
4. [Resolution of the City Council of the City of National City 1\) authorizing the acceptance of a grant award in the amount of \\$70,000 from the Office of Traffic Safety \(OTS\) for the Selective Traffic Enforcement Program \(STEP\) grant 2017 to conduct DUI and traffic related enforcement operations for the Police Department; 2\) authorizing the Chief of Police to execute the Agreement of the award of the grant funds; and 3\) authorizing the establishment of fund appropriations and a corresponding revenue budget. \(Police\)](#)
5. [Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City](#)

- (Buyer) to piggyback the City of Encinitas RFP Contract #2012-01 for Urban Forestry Maintenance Services to award a contract to West Coast Arborists, Inc. (WCA) for tree trimming services in an amount not to exceed \$90,000.(Engineering/Public Works)
6. Resolution of the City Council of the City of National City authorizing submittal of applications for all State of California Department of Resources, Recycling and Recovery (CalRecycle) grants for which the City of National City is eligible, for a period of five (5) years. (Engineering/Public Works)
  7. Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the El Toyon-Las Palmas Regional Bicycle Boulevard Project in the amount of \$1,544,000; 2) accepting the terms of the Grant Agreement; and 3) authorizing the City Manager to accept the TransNet ATGP funds and execute a grant agreement with SANDAG, if selected for grant award. (Engineering/Public Works)
  8. Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project in the amount of \$1,678,000; 2) accepting the terms of the Grant Agreement; and 3) authorizing the City Manager to accept the TransNet ATGP funds and execute a grant agreement with SANDAG, if selected for grant award. (Engineering/Public Works)
  9. Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project in the amount of \$3,335,000; 2) committing to a local match of \$200,000; 3) accepting the terms of the Grant Agreement; and 4) authorizing the City Manager to accept the TransNet ATGP funds and execute a grant agreement with SANDAG, if selected for grant award. (Engineering/Public Works)
  10. Resolution of the City Council of the City of National City authorizing the Mayor to enter into an agreement with the Coast Community College District (Golden West College) to provide training services. The training program to be provided is the Public Safety Dispatch Supervisor Course. The cost of the training will be \$ 395.00 per student for up to four students for a total cost of \$1,580.00 for an 80 hour course. (Police)

11. [Resolution of the City Council of the City of National City, 1\) authorizing the filing of an application for Sustainable Transportation Planning Grant Program funds through the California Department of Transportation \(Caltrans\) for National City's INTRA-Connect project \(Integrating Neighborhoods with Transportation Routes for All\) in the amount of \\$230,000; 2\) committing to a local match of \\$70,000; and 3\) authorizing the City Manager to execute the grant agreement with Caltrans, if selected for grant award. \(Engineering/Public Works\)](#)
12. [Resolution of the City Council of the City of National City approving revisions to the City of National City Workplace Violence and Security Policy. \(Human Resources\)](#)
13. [Resolution of the City Council of the City of National City adopting City Council Policy #703 – Environmentally Preferable Purchases and Practices \(EPPP\). \(Engineering/Public Works\)](#)
14. [Warrant Register #13 for the period of 09/21/16 through 09/27/16 in the amount of \\$2,136,821.84. \(Finance\)](#)
15. [Warrant Register #14 for the period of 09/28/16 through 10/04/16 in the amount of \\$1,675,164.55. \(Finance\)](#)

## **PUBLIC HEARINGS**

### **ORDINANCES FOR INTRODUCTION**

16. [An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Councils authority to govern the sale or use of alcoholic beverages in city-owned buildings operated and controlled by third parties, within a public park, through written agreements with the City. \(City Manager\)](#)

### **ORDINANCES FOR ADOPTION**

### **NON CONSENT RESOLUTIONS**

17. [Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers. \(Community Services\)](#)

## **NEW BUSINESS**

### **B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

### **PUBLIC HEARINGS- HOUSING AUTHORITY**

## **CONSENT RESOLUTIONS- HOUSING AUTHORITY**

18. [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \\$104,000 to be and remain a lien prior and superior to a home purchase assistance loan on a single-family residence located at 1928 E Avenue in National City. \(Housing & Economic Development Department\)](#)

## **NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

### **NEW BUSINESS- HOUSING AUTHORITY**

#### **C. REPORTS**

#### **STAFF REPORTS**

#### **MAYOR AND CITY COUNCIL**

#### **CLOSED SESSION REPORT**

#### **ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - November 15, 2016 - 6:00 p.m. - Council Chambers - National City, California.

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 3, 2017 through January 17, 2017:

January 03 - Dispense with Meeting - 6:00 pm  
January 17 - Regular Meeting - 6:00 pm

The following page(s) contain the backup material for Agenda Item: Unified Port of San Diego Update - Robert "Dukie" Valderrama - Port Commissioner, Vice Chairman

**ITEM #**  
**11-1-16**

**UNIFIED PORT OF SAN DIEGO UPDATE**

**(ROBERT “ DUKIE” VALDERRAMA -  
PORT COMMISIONER, VICE CHAIRMAN)**

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_

11/01/16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City 1) authorizing the acceptance of a grant award in the amount of \$70,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2017 to conduct DUI and

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** 11/1/2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City 1) authorizing the acceptance of a grant award in the amount of \$70,000 from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) grant 2017 to conduct DUI and traffic related enforcement operations for the Police Department; 2) authorizing the Chief of Police to execute the Agreement of the award of the grant funds; and 3) authorizing the establishment of fund appropriations and a corresponding revenue budget.

**PREPARED BY:** Jeffrey Meeks, Sergeant

**DEPARTMENT:** Police

**PHONE:** (619) 336-4446

**APPROVED BY:** 

**EXPLANATION:**

On June 2<sup>nd</sup>, 2016 the National City Police Department was approved to receive \$70,000 in grant funds from the Office of Traffic Safety (OTS). The grant was approved for a one year period beginning October 1<sup>st</sup>, 2016. This award is based upon a grant proposal submitted to the Office of Traffic Safety for the purpose of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions; to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections, where unsafe turning movements and unsafe speeds were a factor.

The grant funds allocated to accomplish these goals will be used to fund overtime operations such as DUI/DL Checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers and motorcycle safety enforcement within the city limits of the City of National City. There is also funding allowing for Traffic Safety presentations and purchase of learning materials.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

290-11658-3498 (Other Federal Grants) \$70,000  
290-411-658-1\*\* (Overtime & related accounts) \$70,000  
No matching funds required.

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐




**STAFF RECOMMENDATION:**

||  
Approve Resolution

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

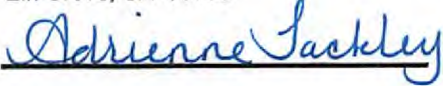
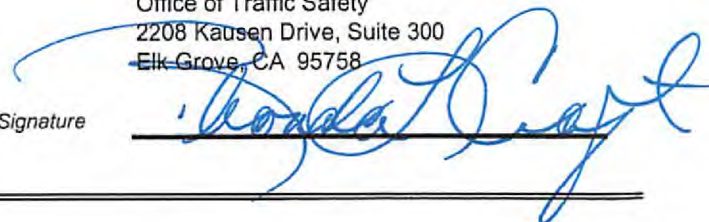
||  
OTS Agreement

<b>1. GRANT TITLE</b> SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)	
<b>2. NAME OF AGENCY</b> CITY OF NATIONAL CITY	<b>4. GRANT PERIOD</b> From: 10/1/16 To: 9/30/17
<b>3. AGENCY UNIT TO ADMINISTER GRANT</b> NATIONAL CITY POLICE	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in traffic collisions involving impairment and other primary collision factors. The funded strategies may include enforcement operations focusing on impaired driving, distracted driving, nighttime seat belt use, motorcycle safety, and pedestrian and bicycle safety. Operations are conducted in areas with disproportionate numbers of traffic collisions. Other funded strategies may include public awareness, educational programs and training for law enforcement.	
<b>6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED:</b> \$ 70,000.00	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"><li>• Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure</li><li>• Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li><li>• Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)</li><li>• Exhibit A – Certifications and Assurances</li><li>• Exhibit B* - OTS Grant Program Manual</li></ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. APPROVAL SIGNATURES</b>	
<b>A. GRANT DIRECTOR</b> NAME: <b>Jeffrey Meeks</b> PHONE: (619) 336-4446 TITLE: <b>Sergeant</b> FAX: (619) 336-4454 ADDRESS: <b>1200 National City Blvd</b> <b>National City, Ca 91950</b> E-MAIL: <a href="mailto:jmeeks@nationalcityca.gov">jmeeks@nationalcityca.gov</a>  (Signature) <u>8-29-16</u> (Date)	<b>B. AUTHORIZING OFFICIAL OF AGENCY</b> NAME: <b>Manuel Rodriguez</b> PHONE (619) 336-4510 TITLE: <b>Chief of Police</b> FAX: (619) 336-4525 ADDRESS: <b>1200 National City Boulevard</b> <b>National City, CA 91950</b> E-MAIL: <a href="mailto:mrodriguez@nationalcityca.gov">mrodriguez@nationalcityca.gov</a>  (Signature) <u>8-31-16</u> (Date)
<b>C. FISCAL OR ACCOUNTING OFFICIAL</b> NAME: <b>Arnold Ocana</b> PHONE: (619) 336-4342 TITLE: <b>Senior Accountant</b> FAX: (619) 336-4597 ADDRESS: <b>1243 National City Boulevard</b> <b>National City, CA 91950</b> E-MAIL: <a href="mailto:aocana@nationalcityca.gov">aocana@nationalcityca.gov</a>  (Signature) <u>9/7/16</u> (Date)	<b>D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS</b> NAME: <b>Finance Department, City of National</b> ADDRESS: <b>1243 National City Boulevard</b> <b>National City, CA 91950</b>
<b>9. DUNS NUMBER</b> DUNS #: <b>072494073</b> REGISTERED ADDRESS & ZIP: <b>1243 National City Blvd</b> <b>National City, CA 919501-4301</b>	

EFFECTIVE DATE OF AGREEMENT: <u>10/1/2016</u>		GRANTEE <u>CITY OF NATIONAL CITY</u>		GRANT NO. <u>PT1779</u>	
10. Fin Action No. <u>1</u>	Date: <u>8/26/2016</u>	12. TYPE OF AGREEMENT		Initial <input checked="" type="checkbox"/>	Revision <input type="checkbox"/>
Revision No. _____ Date: _____		PAID MEDIA <input type="checkbox"/> PROGRAM INCOME <input type="checkbox"/>		TASK NO. <u>2</u>	F.F.Y. <u>2017</u>
11. Action Taken		13. FUNDING DISPOSITION & STATUS			
Initial approval of 2017 HSP funds obligated.		Fiscal Year		Amount	
		2016-17		70,000.00	
		2015-16			
		2014-15			
		2013-14			
		Total		70,000.00	
		Obligated This Action		70,000.00	
		Previously Obligated		0.00	
		Total Amount Obligated		70,000.00	
		TOTAL FUNDS PROGRAMMED		70,000.00	

14. FUNDING DETAIL - FISCAL YEAR GRANT PERIOD ENDING: <u>9/30/2017</u>						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL	20.608	0521-0890-101 (10/15)	2015	10/15	2015	\$ 15,000.00
402PT	20.600	0521-0890-101 (10/15)	2015	10/15	2015	\$ 20,000.00
164AL	20.608	0521-0890-101 (23/16)	2016	23/16	2016	\$ 15,000.00
402PT	20.600	0521-0890-101 (23/16)	2016	23/16	2016	\$ 20,000.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
TOTAL FEDERAL FUNDS:						\$ 70,000.00

## 15. GRANT APPROVAL &amp; AUTHORIZATION TO EXPEND OBLIGATED FUNDS

A. APPROVAL RECOMMENDED BY		B. AGREEMENT & FUNDING AUTHORIZED BY	
NAME:	ADRIENNE TACKLEY	NAME:	RHONDA L. CRAFT
TITLE:	Program Coordinator	TITLE:	Director
PHONE:	(916) 509-3013		
E-MAIL:	adrienne.tackley@ots.ca.gov		
	Office of Traffic Safety		Office of Traffic Safety
	2208 Kausen Drive, Suite 300		2208 Kausen Drive, Suite 300
	Elk Grove, CA 95758		Elk Grove, CA 95758
Signature		Signature	

**GRANTS MADE EASY - STEP  
NATIONAL CITY SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT1779**

PAGE 1

**1. PROBLEM STATEMENT**

The National City Police Department has seen a dramatic increase in DUI related arrests. In 2013 there were 166 DUI related arrests. In 2014 the arrest rate rose to 209, an increase of 26%. I believe this is a direct correlation to the additional resources put on the street to enforce DUI laws. The resources include the DUI Checkpoints as well as the DUI saturation patrol. The OTS grant enabled the National City Police Department to put additional officers on the street to combat the problem of DUI drivers. This resulted in the additional arrests of DUI drivers and enhanced the safety of the community. Since the OTS Grant PT1560 began in October 2014, officers from the National City Police Department have made over 22 DUI arrests during the roving DUI patrols as well as checkpoints.

In addition the OTS grant targeting 'Primary Collision Factors' or PCF as well as the Distracted Driver enforcement has led to a drastic decrease in collisions. Total collisions in 2013 were 367 and reduced to 301, an 18% decrease. I also believe this is in direct correlation to increased traffic enforcement as allowed by the OTS grant in order to place more police officers on the street looking for drivers who are distracted and driving negligent. It should be noted there were an additional 14 DUI arrest by officers conducting 'PCF' enforcement.

According to the National City Police Department's Crime Analysis Unit there were 203 injury collisions in 2014 with 305 people being injured during those collisions. There were also three fatality collisions in 2014. Of the 203 injury collisions, 20 of the injury collisions were a result of DUI being the primary collision factor. This is 9.8% of the injury collisions were a result of DUI, which shows the need for increased DUI enforcement. This is an increase of 1.2% from 2013.

**A. Traffic Data Summary:**

Collision Type	2013				2014				2015			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	2		2		3		4		0		0	
Injury	254		266		203		305		52		64	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	5	0	5	0	5	0	5	0	7	0	7
Hit & Run	1	18	1	18	1	18	1	18	0	10	0	12
Nighttime (2100-0259 hours)	0	22	0	29	0	22	0	29	0	3	0	3
<b>Top 3 Primary Collision Factors</b>									Fatal	Injury	Killed	Injured
#1 -	Turning Movements								0	21	0	32
#2 -	Violations of Speeding Laws								0	21	0	35
#3 -	DUI								1	19	2	27

**GRANTS MADE EASY - STEP  
NATIONAL CITY SCHEDULE A  
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**2. PERFORMANCE MEASURES**

**A. Goals:**

- 1) Reduce the number of persons killed in traffic collisions.
- 2) Reduce the number of persons injured in traffic collisions.
- 3) Reduce the number of persons killed in alcohol-involved collisions.
- 4) Reduce the number of persons injured in alcohol-involved collisions.
- 5) Reduce the number of persons killed in drug-involved collisions.
- 6) Reduce the number of persons injured in drug-involved collisions.
- 7) Reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) Reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) Reduce the number of motorcyclists killed in traffic collisions.
- 10) Reduce the number of motorcyclists injured in traffic collisions.
- 11) Reduce hit & run fatal collisions.
- 12) Reduce hit & run injury collisions.
- 13) Reduce nighttime (2100 - 0259 hours) fatal collisions.
- 14) Reduce nighttime (2100 - 0259 hours) injury collisions.
- 15) Reduce the number of bicyclists killed in traffic collisions.
- 16) Reduce the number of bicyclists injured in traffic collisions.
- 17) Reduce the number of pedestrians killed in traffic collisions.
- 18) Reduce the number of pedestrians injured in traffic collisions.

**B. Objectives:**

- 1) Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information

**GRANTS MADE EASY - STEP**  
**NATIONAL CITY SCHEDULE A**  
**GRANT DESCRIPTION**  
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Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

- 2) Participate in the following campaigns:
  - National Walk to School Day – October 5, 2016
  - National Teen Driver Safety Week – October 16-22, 2016
  - NHTSA Winter Mobilization – December 16, 2016 to January 1, 2017
  - National Distracted Driving Awareness Month – April 2017
  - National Bicycle Safety Month – May 2017
  - National Motorcycle Safety Month – May 2017
  - National Click It or Ticket Mobilization – May 17-20, 2017
  - NHTSA Summer Mobilization – August 19, 2017 to September 6, 2017
  - National Child Passenger Safety Week – September 17-23, 2017
  - California's Pedestrian Safety Month – September 2017
- 3) Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 4) Send 2 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 5) Send 2 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 6) Send 1 law enforcement personnel to the Drug Recognition Expert (DRE) training.
- 7) Conduct 2 DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*
- 8) Conduct 37 DUI Saturation Patrol operation(s).
- 9) Conduct 50 Traffic enforcement operation(s), including but not limited to, primary collision factor violations.

**GRANTS MADE EASY - STEP  
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- 10) Conduct 25 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 11) Conduct 4 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about motorcycle safety issues.*
- 12) Conduct 4 highly publicized Pedestrian and Bicycle enforcement operation(s) in areas of or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about pedestrian and bicycle safety issues.*
- 13) Conduct 4 Traffic Safety educational presentations with an effort to reach 100 community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, pedestrian and bicycle safety, seatbelts and child passenger safety.*

**NOTE:** Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

**3. METHOD OF PROCEDURE**

**A. Phase 1 - Program Preparation, Training and Implementation (1<sup>st</sup> Quarter of Grant Year)**

- The department should develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training should be conducted this quarter.
- All grant-related purchases should be made this quarter.
- In order to develop/maintain the "HOT Sheets," research will be conducted to identify the "worst-of-the-worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The HOT Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. HOT Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

GRANTS MADE EASY - STEP  
NATIONAL CITY SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT1779

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**B. Phase 2 - Program Operations (Throughout Grant Year)**

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

**Media Requirements**

- Submit all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.
  - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
  - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.

**GRANTS MADE EASY - STEP  
NATIONAL CITY SCHEDULE A  
GRANT DESCRIPTION  
GRANT NO. PT1779**

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- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full support of the City of National City. Every effort will be made to continue the activities after the grant conclusion.

NATIONAL CITY POLICE SCHEDULE B  
DETAILED BUDGET ESTIMATE  
GRANT NO. PT1779

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION			TOTAL AMOUNT
164 AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED			\$ 30,000.00
402 PT	20.600	STATE AND COMMUNITY HIGHWAY SAFETY			\$ 40,000.00
COST CATEGORY		FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17			TOTAL COST TO GRANT
A. PERSONNEL COSTS		CFDA	FY-1		
<u>Overtime</u>					
DUI Checkpoints		20.608	\$ 12,000.00		\$ 12,000.00
DUI Saturation Patrols		20.608	\$ 15,000.00		\$ 15,000.00
Benefits @ 11.18%		20.608	\$ 3,000.00		\$ 3,000.00
Traffic Enforcement Operations		20.600	\$ 21,100.00		\$ 21,100.00
Distracted Driving Operations		20.600	\$ 9,000.00		\$ 9,000.00
Motorcycle Safety Enforcement Operations		20.600	\$ 1,400.00		\$ 1,400.00
Bicycle/Pedestrian Enforcement Operations		20.600	\$ 1,400.00		\$ 1,400.00
Traffic Safety Educational Presentations		20.600	\$ 1,000.00		\$ 1,000.00
Benefits @ 11.18%		20.600	\$ 3,800.00		\$ 3,800.00
Category Sub-Total			\$ 67,700.00		\$ 67,700.00
<b>B. TRAVEL EXPENSE</b>					
In-State		20.600	\$ 2,000.00		\$ 2,000.00
Out-of-State			\$ -		\$ -
Category Sub-Total			\$ 2,000.00		\$ 2,000.00
<b>C. CONTRACTUAL SERVICES</b>					
None			\$ -		\$ -
Category Sub-Total			\$ -		\$ -
<b>D. EQUIPMENT</b>					
None			\$ -		\$ -
Category Sub-Total			\$ -		\$ -
<b>E. OTHER DIRECT COSTS</b>					
Educational Materials		20.600	\$ 300.00		\$ 300.00
Category Sub-Total			\$ 300.00		\$ 300.00
<b>F. INDIRECT COSTS</b>					
None			\$ -		\$ -
Category Sub-Total			\$ -		\$ -
GRANT TOTAL			\$ 70,000.00		\$ 70,000.00

**SCHEDULE B-1  
NATIONAL CITY POLICE  
GRANT NO. PT1779**

**BUDGET NARRATIVE**

Page 1

**PERSONNEL COSTS**

**Overtime**

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$32.00/hour to \$81.00/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

**Overtime Benefit Rates**

Medicare	1.45%
Workers Compensation	9.73%
<b>TOTAL BENEFIT RATE</b>	<b>11.18%</b>

**TRAVEL EXPENSE**

**In-State**

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

**Out-Of-State**

None

**CONTRACTUAL SERVICES**

None

**EQUIPMENT**

None

**OTHER DIRECT COSTS**

**Educational Materials** – costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. *Additional items may be purchased if approved by OTS.*

**INDIRECT COSTS**

None

**PROGRAM INCOME**

There will be no program income generated from this grant.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

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**BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**POLITICAL ACTIVITY (HATCH ACT)**

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

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**RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**Instructions for Primary Certification**

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

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7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

- (1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

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**Instructions for Lower Tier Certification**

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the City of Encinitas R

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the City of Encinitas RFP Contract #2012-01 for Urban Forestry Maintenance Services to award a contract to West Coast Arborists, Inc. (WCA) for tree trimming services in an amount not to exceed \$90,000.

**PREPARED BY:** Ray Roberson, Management Analyst II

**PHONE:** (619) 336-4583

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Funds available in account #105-416-227-299-0000 through prior City Council appropriations.

**APPROVED:** \_\_\_\_\_

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the City (Buyer) to piggyback the City of Encinitas RFP Contract #2012-01 to award a contract to West Coast Arborists, Inc. (WCA) for tree trimming services in an amount not to exceed \$90,000.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. City of Encinitas City RFP Contract #2012-01; Contract Extension; and Contract Amendment
3. Service Agreement
4. Resolution

## **EXPLANATION**

In 2015, the City contracted with West Coast Arborist, Inc. (WCA), a highly qualified and reputable firm in the field of urban forestry, to assist with a backlog in work order requests for tree trimming services. The City and WCA formed a strong working partnership and WCA did an outstanding job in assisting the City's Park Maintenance staff with reducing the tree trimming work order backlog. In order to continue making progress on the tree trimming backlog, staff recommends entering into a new agreement with WCA.

National City Municipal Code Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the City of Encinitas Request for Proposals (RFP) Contract #2012-01 Urban Forestry Maintenance Services with WCA was competitively bid through an RFP process, and that the City of Encinitas' procurement procedures are in substantial compliance with those of National City. On October 16, 2012, the City of Encinitas entered into a three year agreement with WCA for Urban Forest Maintenance Services. On July 23, 2015 the City of Encinitas extended the contract with WCA through October 16, 2017. On June 15, 2016, the contract was amended to adopt newly implemented Department of Industrial Relations prevailing wage requirements.

Therefore, staff requests that City Council waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the City of Encinitas RFP Contract #2012-01 for Urban Forestry Maintenance Services to award a contract to WCA for tree trimming services in an amount not to exceed \$90,000. Services would be provided through June 30, 2017. Funds are available in the Parks Maintenance & Operations Contract Services account through adoption of the FY 2017 budget.

**CITY OF ENCINITAS  
AGREEMENT TO PROVIDE SERVICES**

THIS AGREEMENT is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "CITY", and West Coast Arborists, Inc., hereinafter referred to as "PROVIDER".

**RECITALS**

The CITY requires professional assistance to provide the following services: **URBAN FORESTRY MAINTENANCE SERVICES.**

PROVIDER represents itself as possessing the necessary skills and qualifications to provide the services required by the CITY;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the CITY and PROVIDER agree as follows:

**1.0 CONTRACT DOCUMENTS**

1.1 The complete Contract/Agreement includes all Contract Documents, to wit: the Notice requesting Proposal, the Request For Proposals (RFP), the PROVIDER'S Proposal and documents executed therewith, including the Workers' Compensation Certificate, the bonds executed in connection herewith, Addenda, insurance certificates and endorsements and all official papers and documents relating to the Work to be performed hereunder, the Scope of Work and all modifications incorporated in these documents before their execution. These documents shall be deemed and considered as forming a part of this Contract/Agreement as fully set forth herein and whether or not attached hereto. Any and all obligations of CITY AND PROVIDER are fully set forth and described herein.

**2.0 TERM OF AGREEMENT**

2.1 Term. The term of the AGREEMENT is for a period of three (3) years, commencing on the Execution Date, and terminating three (3) calendar years thereafter ("Termination Date"), unless terminated earlier as set forth herein, or extended pursuant to Section 2.2 below.

2.2 Options to Extend. Provided that the CITY is satisfied with PROVIDER'S performance under this AGREEMENT and PROVIDER is in full compliance with the terms and conditions of this AGREEMENT, the City shall have, in its sole and complete discretion, one (1) option to extend the terms of this AGREEMENT for a two (2) year period, following the Termination Date on the same terms and conditions set forth in this AGREEMENT, which may be exercised by the CONTRACT OFFICER and executed by the CITY MANAGER and the PROVIDER prior to the expiration of the AGREEMENT. The total contract term may not exceed five (5) years.

2.3 Contract Price. PROVIDER agrees not to raise prices for the first two (2) years of the original term. Thereafter, the PROVIDER may request in writing no later than June 1, a unit price increase not to exceed the current San Diego Area Consumers Price Index or 2.5% whichever is greater. All price increases shall take effect July 1 of each year.

**CITY OF ENCINTAS  
AGREEMENT TO PROVIDE SERVICES**

**3.0 PROVIDER'S OBLIGATIONS (ATTACHMENT A)**

3.1 PROVIDER shall provide the CITY with services described in ATTACHMENT A, which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "SCOPE OF WORK."

3.2 PROVIDER shall perform all work required to accomplish the "SCOPE OF WORK" in conformity with the applicable requirements of law: Federal, State and Local.

3.3 PROVIDER is hired to render the "SCOPE OF WORK" and any payments made to PROVIDER are compensation fully for such services.

3.4 PROVIDER shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

**4.0 PAYMENT FOR SERVICES (ATTACHMENT B)**

Payment to PROVIDER to render the SCOPE OF WORK hereunder shall be as set forth in ATTACHMENT B, which is attached hereto and incorporated herein as though fully set forth at length.

**5.0 LISTING OF SUBCONTRACTORS (ATTACHMENT C)**

5.1 If PROVIDER subcontracts for any of the work to be performed under this AGREEMENT, PROVIDER shall be as fully responsible to the CITY for the acts and omissions. This includes, but is not limited to PROVIDER'S subcontractors and persons either directly or indirectly employed by the subcontractors, as PROVIDER is for the acts and omissions of persons directly employed by PROVIDER. Nothing contained in the AGREEMENT shall create any contractual relationship between any subcontractor of PROVIDER and the CITY. PROVIDER shall bind every subcontractor to the terms of the AGREEMENT applicable to PROVIDER'S work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CITY.

5.2 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the PROVIDER in performing this AGREEMENT are contained in Attachment "C" which is attached hereto and incorporated herein as though fully set forth at length.

**6.0 EXTRA WORK**

PROVIDER shall not perform work in excess of the "SCOPE OF WORK" without the prior, written approval of the CITY. All requests for extra work shall be in writing and submitted to the CITY for approval prior to the commencement of such work.

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**7.0 VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle PROVIDER to any additional payment whatsoever.

**8.0 TERMINATION OF AGREEMENT**

8.1 In the event of PROVIDER'S failure to prosecute, deliver, or perform the "SCOPE OF WORK," the CITY may terminate this AGREEMENT by notifying PROVIDER by certified mail of said termination. Thereupon, PROVIDER shall cease work immediately and within five (5) working days: (1) assemble all documents owned by the CITY and in PROVIDER'S possession and deliver said documents to the CITY and (2) place all work in progress in a safe and protected condition. The City Manager of the CITY shall make a determination of the percentage of work, which PROVIDER has performed, which is usable and of worth to the CITY. Based upon that finding, the City shall determine any final payment due to PROVIDER.

8.2 This AGREEMENT may be terminated for convenience by either party in its absolute and sole discretion, without cause, upon the giving of thirty (30) days written notice to the other party. Prior to the 30th day following the giving of the notice, the PROVIDER shall: (1) assemble the completed work product to date, and place it in order for proper filing and closing, and deliver the document to the CITY; and (2) place all work-in-progress in a safe and protected condition. The City Manager shall make the determination of the percentage of work, which PROVIDER has performed, which is usable and of worth to the CITY. Based upon that finding, the City shall determine any final payment due to PROVIDER.

**9.0 COVENANTS AGAINST CONTINGENT FEES**

PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working for PROVIDER, to solicit or secure this AGREEMENT. PROVIDER has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability or, at the ENCLOSED discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**10.0 OWNERSHIP OF DOCUMENTS**

10.1 All plans, studies, sketches, drawings, reports and specifications as herein required are the property of the CITY, whether or not the CITY proceeds with the project for which such documents are prepared.

10.2 If the CITY reuses these documents for any reason other than for the project for which they are prepared, without PROVIDER'S prior written authorization, which shall not be

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unreasonably withheld, the CITY waives any claim against PROVIDER for such unauthorized use. The waiver will indemnify and hold PROVIDER harmless from any claim or liability for injury or loss allegedly arising from the ENCLOSED unauthorized use of such documents.

**11.0 STATUS OF PROVIDER**

PROVIDER shall perform the services provided for herein in a manner of PROVIDER'S own choice, as an independent contractor and in pursuit of PROVIDER'S independent calling, and not as an employee of the CITY. PROVIDER shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. However, PROVIDER shall confer with CITY.

**12.0 ASSIGNMENT OF CONTRACT**

PROVIDER is without right to and shall not assign this AGREEMENT or any part thereof or any monies due hereunder without the prior express written consent of the CITY.

**13.0 HOLD HARMLESS**

13.1 PROVIDER agrees to indemnify and hold the CITY and its elected officials, officers, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs. Including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of PROVIDER or PROVIDER'S agents, employees, subcontractors, officials, officers or representatives. PROVIDER'S obligation herein includes, but is not limited to, alleged defects in the services delivered by PROVIDER. Upon demand, PROVIDER shall, at its own expense, defend CITY and its elected officials, officers, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

13.2 PROVIDER'S obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the City's intentional wrongful acts, violations of law, or the City's sole active negligence.

**14.0 INSURANCE**

14.1 PROVIDER shall obtain, and during the term of this AGREEMENT shall maintain, policies of liability, automobile liability, public liability, general liability and property damage insurance from an insurance company authorized to be in business in the State of California. The insurable amount shall not be less than one million dollars (\$1,000,000) for each occurrence. The insurance policies shall provide that the policies shall remain in full force during the life of this AGREEMENT and shall not be cancelled, terminated, or allowed to expire without thirty (30) days prior written notice to the CITY from the insurance company.

14.2 The CITY shall be named as an additional insured on these policies.

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14.3 Before PROVIDER shall employ any person or persons in the performance of the AGREEMENT, PROVIDER shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California.

14.4 PROVIDER shall furnish certificates of said insurance to the CITY prior to commencement of work under this AGREEMENT.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the AGREEMENT, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommend methods of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

15.2 If the dispute is not resolved, the aggrieved party shall send to the Enclosed City Manager a letter outlining the dispute for Manager's resolution.

15.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

16.0 NOTICES

16.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

16.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of CITY and the proper person to receive any notice on the Enclosed behalf is:

City of Encinitas  
Mark Hosford, Street Division Superintendent  
160 Calle Magdalena  
Encinitas, CA 92024

16.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of PROVIDER and the proper person to receive any notice on the PROVIDER'S behalf is:

West Coast Arborists, Inc., Attn: Patrick Mahoney

2200 E. Via Burton St.

Anaheim, CA 92806

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**17.0 PROVIDER'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

PROVIDER certifies that PROVIDER is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements. This is including but not limited, to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this AGREEMENT.

PROVIDER:

West Coast Arborist, Inc.

by [Signature] 10/19/12  
(Signature) Date

President  
(Title)

CITY:

City of Encinitas

by [Signature] 10/16/12  
(Signature) Date

City Manager  
(Title)

Attest: [Signature]  
City Clerk of the City of Encinitas

Dated: 10/29/12

APPROVED AS TO FORM

[Signature]  
Glen Sabine, City Attorney Date

**Project Requirements**

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas' trees in a safe, attractive and overall healthy condition.

The City proposes to enter into a Contract with a qualified Contractor who is proactive in their work and can meet the requirements set forth in this proposal package. The Contractor will be required to perform and complete the proposed Urban Forestry Maintenance Services in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete the work according to generally accepted International Society of Arboriculture (ISA) practices and standards, and in a timely manner that will meet the City's requirements. The successful proposer will be required to comply with all current prevailing wage requirements as set forth in the Labor Code administered by the Department of Industrial Relations.

There are two main program goals. First, the City requires an update to the current tree inventory and database, which includes updating and maintaining records throughout the term of the Contract. Second, the City requires an annual tree maintenance program to support and develop its Urban Forest. The following requirements are meant to meet these goals.

**1. Tree Inventory**

- A. Upon Contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within ninety (90) days of the Contract award. The Contractor shall provide, at no additional cost to the City, software support to the City for the entire term of the Contract. The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for immediate termination of the Contract.

**1) Tree Software Program**

The Contractor shall operate and maintain, at no additional cost to the City, an computerized Internet based urban forestry management program that includes, but is not limited to, municipal tree inventory, ability to send online work requests for services, work order tracking, work histories and the ability to update site specific tree data and work records, invoices tracking and job balances, reports, value of the urban forest, GPS accessibility, and various other computer information management system tools.

**2) Record Keeping**

The Contractor will provide, at no additional cost to the City, access to a record keeping system consisting of a password protected Internet-driven tracking program and Internet-based software program that allows the City to maintain information about its tree

population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The program shall have the capability to produce detailed listings of trees and site information, work histories, service requests, summary reports and pictures of City tree species.

3) GPS

Since the City of Encinitas already has a tree inventory in GIS, the City's GIS Division will provide the current tree inventory feature class (SQL table) to the contractor as a starting point. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, green spaces, etc.

The contractor shall then track the maintenance and characteristic information of the trees in the City of Encinitas' tree inventory feature class in ArcGIS version 10. Or, the contractor shall incorporate the City's tree inventory FacilityID field into their own database, and include x and y (lat/long) fields necessary to map the trees in GIS.

For on-going data maintenance, when a new tree is planted, the new tree site will be added as a record to the tree inventory, and will include the latitude/longitude coordinates (collected by the contractor using a Global Positioning System (GPS) device with minimum sub-meter accuracy). Lat/long coordinates shall be included at the time a new record is added, and will not be input at a later date through a bulk update process. Trees that are removed will not be deleted from the tree inventory, but will be coded as 'vacant'.

At required intervals, the contractor shall provide an ArcGIS version 10 file or personal geodatabase containing the updated tree feature class, which will be reconciled with the City GIS tree inventory. Or, the contractor may provide an Excel spreadsheet or Access database table containing updated information that can be joined to the City's GIS tree inventory based on FacilityID. If the contractor provides their own updated tree inventory database to the City, there will be a one-time requirement to provide a data dictionary of fields containing tree maintenance and tree characteristic information that corresponds to similar fields in the City's GIS tree inventory, so that the City is confident that accurate data synchronization/updating can occur.

B. Experience

The Contractor shall have at a minimum five (5) years experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program to address its specific needs. The user-friendly program should allow customers to generate a variety of reports quickly.

**C. Training and Support**

The Contractor shall provide, at no additional cost to the City, training and support on the software system they provide for the entire term of the contract. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 4:30 P.M. Monday through Thursday. The Contractor shall be readily available by telephone or e-mail and shall respond to the City's inquiries in a timely manner.

**2. Annual Maintenance Program****A. Public Relations**

The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

**B. Work Schedule**

Upon Contract award, the successful proposer shall be required to submit a work schedule based on the City's annual pruning requirements which is a systematic tree pruning program composed of existing grid or per-designed districts that are pruned in their entirety on a set schedule; removal & replacement programs which consist of removing trees designated by the City and replanting appropriate trees as replacements; and planting new appropriate trees in areas where trees do not currently exist. The proposal shall include a recommended annual work plan, daily work schedules, and personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future program needs the scheduled work may require multiple crews to perform concurrently within the same time constraints.

The Contractor is also required to provide service for trees prior to their regular and scheduled trim cycle in order to correct an immediate problem or concern as determined by the City's Designated Representative. Such request(s) shall be addressed and work completed within two (2) weeks of notice by the City.

**C. Work Hours and City Notification**

The Contractor's working hours, for normal work, shall be limited to the hours between 7:00 AM and 4:30 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior authorization from the City's designated representative. The Contractor shall notify the City's Designated Representative no later than 8:00a.m. each morning they are working in the City. The notification shall include what work is being done and where, the name of the onsite supervisor and his or her direct phone number.

**D. Emergency Response**

The Contractor shall be responsible for responding to tree related emergency situations during normal business hours, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down

on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Encinitas.

As part of this Contract, the Contractor shall be required to make the City of Encinitas their priority client for responses during emergencies that cover the San Diego area.

- 1) Telephone responses by the Contractor to tree related emergency calls during normal business hours and after-hours shall be made within (15) fifteen minutes of the initial call.
- 2) The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is thirty (30) minutes.
- 3) The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is ninety (90) minutes.

Failure to meet these requirements may be cause for termination of the Contract.

**E. Competent Supervisor and Project Manager**

The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English, and holding the necessary certifications or credentials as described for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished per provisions of this Contract.

Contractor is required to have a competent Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

**F. Qualified Staff**

Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the Contract.

**G. Uniforms**

All employees of Contractor performing services shall appear neat and well-groomed at all times and shall be dressed in clean, unaltered uniforms at no additional cost to the City, with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall wear orange safety vests when

operating machinery and/or while working near moving traffic as required by any applicable laws.

**H. Knowledge, Skills and Abilities**

The Contractor's employees shall be subject to the following minimum knowledge, skills, abilities and requirements:

- 1) The proper license to operate equipment;
- 2) Ability to operate and maintain equipment in accordance with the manufacturer's recommendations;
- 3) Mechanical ability to make required operator adjustments to the equipment being used;
- 4) Knowledgeable of safety regulations as they relate to tree care and traffic control;
- 5) First Aid Certification from a nationally recognized organization (minimum of one member of each crew);
- 6) Ability to communicate orally and in writing in English; and,
- 7) Demonstrated knowledge of tree care and related operations.

**I. ISA Standards**

The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Contract.

**J. Clean Worksite**

Upon completion of work on individual street segments that are under the Contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operation shall be cleaned up immediately.

**K. Equipment**

- 1) Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.
- 2) All equipment used and all maintenance practices employed shall be subject to the inspection of the City's designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this Contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be covered and in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-

workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site.

- 3) It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Contract. All equipment is to be approved by the City prior to the start of the Contract. It is the Contractor's responsibility to notify the City's designated representative of any change in the equipment inventory during the performance of the Contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed and may be grounds to terminate the Contract.

**L. Disposal of Refuse and Debris/Landfill Diversion Requirement:**

All vegetation and debris generated by the Contractor in the performance of the work shall become the property of the Contractor and shall be removed from the work site promptly. The Contractor shall dispose of all generated debris at no additional cost to City and shall, at minimum, dispose of the material as is consistent with the requirements of AB 939. The Contractor is encouraged to divert as much material as possible from the landfill, meeting or exceeding the City's goal of seventy-five (75) percent diversion rate. It is anticipated that one-hundred (100) percent of the material from the work could be diverted, unless a particular tree is diseased or not suitable for reuse.

**M. Protecting the Urban Forest**

If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City's designated representative. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree. Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree as determined by an Independent Consulting Arborist.

**N. Safety Requirements**

The Contractor shall conduct all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agree additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA, CAL EPA Safety Orders and ANSI Z133.1 Safety Requirements for Arboricultural Operations at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

**O. Traffic Control**

The Contractor shall be responsible for traffic control and safety regulations as related to any City, State or County requirements while working in the public right-of-way or on any City project. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines and any City, County or State supplements guidelines and/or regulations and laws. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the MUCTD (Manual on Uniform Traffic Control Devices) and any California supplements to the MUCTD and any local regulations.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's designated representative. The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to continue, in any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

The Contractor may be required to submit a traffic control plan to the Engineering Department as directed by the City's designated representative.

**P. Utility Coordination**

The Contractor shall recognize the rights of utility companies within the public right-of-way or on any City project and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the City's designated representative of any utility that is disturbed or damaged and shall contact the appropriate utility to arrange for repair.

**Q. Authority and Inspections**

- 1) The City's designated representatives shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the City's designated representative so that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City's designated representative.

- 2) If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the City's designated representative for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original requirements.
- 3) All work shall be completed to the satisfaction of and under the supervision of the City's designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension or termination of Contract. Inspection of work will be done by the City's designated representative, during the performance of work or when deemed necessary.
- 4) If any portion of the work done under the Contract proves defective or not in accordance with the requirements, and if the Imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City's designated representative shall have the right and authority to retain the work, but he/she may make such deductions in the payment due the Contractor as may be just and reasonable.

Any work which is defective or deficient in any of the requirements or specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner and within a reasonable amount of time as determined by the City, at the Contractor's own expense.

In any other case, a letter will be sent to Contractor noting deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period of time not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Contract or deduct payment as is proportionately appropriate for non-compliance with the requirements and specifications of the Contract.

**R. Quantities/ Minor Modifications and/or Additional Work**

The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the requirements or specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in this document shall be subject to prior written approval of the City. Any price adjustments shall be made by mutual consent of the City and Contractor.

Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed

as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

**S. Invoicing**

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to the date the work took place, a list of each street that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

**T. Withholding Payment**

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected;
- 2) Claims filed, or reasonable evidence indicating probable filing of claims;
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor;
- 4) A reasonable doubt that the contract can be completed for the balance unpaid; and,
- 5) Damage that resulted from an incident involving property damage.

**U. Stop Work**

- 1) If the Contractor, after having officially commenced work on said Contract, should discontinue work for any cause, he/she shall notify the City's Designated Representative of the intent to do so, and shall further notify of the date for restarting operations.
- 2) The City, at the discretion of the City's Designated Representative, may require the Contractor to Stop Work if any condition presents an unreasonable liability to the City, until such time as the condition is corrected to the satisfaction of the City.

**V. Risk Management**

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times is dangerous and can result in serious injury. A loss control incident will not be tolerated and may result in termination of this Contract. The Contractor shall be responsible for mitigating any damage related to a loss of control incident.

**W. Investigation**

**Project Special Requirements**

These project special requirements are intended to further address the Urban Forestry Maintenance Services program requirements and to help the Contractor fully understand what is needed to fulfill the Contract. Within this section are the descriptions and specifications for the detailed services and materials which will be necessary to provide services under the Contract and shall be included in the base price of the proposal and shall not result in additional charges to the City.

**1. Clarification of Specifications**

If any Proposer, prior to submitting their proposal should find any discrepancies and/or omissions from the requirements and specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Encinitas' designated representative for corrections, clarification, or interpretation. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City of Encinitas' designated representative receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of RFP documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to Proposers in any manner other than written addendum.

**2. Work Quality & General Standards**

All work as part of this contract shall comply with good arboreal practice for the particular species of trees being worked on and shall be consistent with national standards. All trees being trimmed will meet Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standard Institute, Inc., "Safety Requirements for Tree Pruning, Trimming, Repair or Removal."

The City's Designated Representative shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the contract standards.

The City of Encinitas has developed an Urban Forest Management Program Administrative Manual, hereinafter referred to as The Manual. This Manual is available on the City's website and will be used, where applicable, to ensure the Contractor meets the City's requirements for Urban Forest Maintenance. Should a discrepancy between this contract, the national standards for tree work or The Manual exist, the Contractor and the City's Designated Representative will meet and resolve the discrepancy to the satisfaction of the City.

No worker shall enter a fenced or otherwise secured area of private property without the consent of the property owner.

**3. Public Noticing**

At least seventy-two hours (72) prior to the commencement of any non-emergency work at any tree site, the Contractor shall notify the occupant(s) of that property of the type of work that shall be performed and the anticipated duration of the work. In addition, the Contractor shall supply and post standard signage at the site work at which work is to be performed, at least forty-eight (48) hours in advance of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. The Contractor may not use any material to affix signs to trees that may cause death or permanent damage to the tree(s).

**4. Tool Sanitation**

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor and may result in the termination of this Contract.

**5. Wildlife protection**

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's Designated Representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify Animal Control and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.

**6. Pre-Inspection**

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City's Designated Representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's Designated Representative shall be considered the responsibility of the Contractor.

**7. Setup, Operations, Equipment Staging**

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property without prior authorization from the City's Designated Representative or in the case of private property, owner of that property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

**8. Identification and reporting of hazards**

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to the City. Any defective or weakened trees shall be reported to the City's Designated Representative.

**9. Cleanup of greenwaste & debris:**

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights-of-way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain. All brush generated from tree trimming operations shall be recycled where practical.

**A. Greenwaste Report:**

Greenwaste that is transported to an offsite facility for grinding into mulch shall be documented and submitted to the City's Designated Representative on a monthly basis. Weight slips shall be required as proof of disposal and shall be included in the monthly Greenwaste Report.

**B. Wood Chips and/or Mulch:**

- 1) Chips or mulch generated from trimming operations within the City may be dumped and spread at a City designated site upon specific permission from the City's Designated Representative.

**C. Milling:**

At the direction of the City's Designated Representative, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

- 2) At the direction of the City's Designated Representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

**10. Education and Outreach**

Education is an integral and primary element of the City's Urban Forest Management Program. The Contractor is required to provide support to the City's education and outreach efforts at no additional cost to the City. The Contractor is required to participate in the City's Arbor Day Event, which is typically held in April or May each year, and will be required to provide additional education and outreach support to the City when requested.

**11. Tree City USA:**

The City of Encinitas is designated as a "Tree City USA," as determined by the Arbor Day Foundation. The Contractor will endeavor to provide support to the City to ensure the City maintains this designation.

**12. Cooperative Bidding:**

Other Public agencies may be extended the opportunity to purchase off this proposal and subsequent agreement if the successful vendor(s) and the City of Encinitas agree. The lack of exception to this clause in vendor's response will be considered agreement. However, the City of Encinitas is not an agent of, partner to or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements.

**Payment for Services****Attachment B**

The PROVIDER agrees to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Request For Proposal (RFP), at prices indicated below. All applicable services include cleanup and disposal.

Tree Planting – (per tree)

Tree planting includes tree, materials and planting costs.

Unit Price in Figures

15 Gallon (double staked per specs)	\$ 120.00
24 inch Box (double staked per specs)	\$ 200.00
36 inch Box (double staked per specs)	\$ 500.00
48 inch Box	\$ 1,000.00
60 inch Box	\$ 2,000.00

Tree Watering (per hour)

Watering of young trees, water truck/operator-per hour	\$ 60.00
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Tree Pruning (by Grid)

Price per tree to Prune by Grid	\$ 44.00
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Tree Pruning (per Service Requests)

Full prune tree

0" - 6" Diameter Standard Height	\$ 30.00
7" - 12" Diameter Standard Height	\$ 60.00
13" - 18" Diameter Standard Height	\$ 85.00
19" - 24" Diameter Standard Height	\$ 115.00
25" - 30" Diameter Standard Height	\$ 185.00
31" - 36" Diameter Standard Height	\$ 250.00
36"+ Diameter Standard Height	\$ 250.00

Crown Raise/Clearance Prune Hardwood tree

0" - 6" Diameter Standard Height	\$ 20.00
7" - 12" Diameter Standard Height	\$ 20.00
13" - 18" Diameter Standard Height	\$ 50.00
19" - 24" Diameter Standard Height	\$ 50.00
25" - 30" Diameter Standard Height	\$ 50.00
31" - 36" Diameter Standard Height	\$ 80.00
36"+ Diameter Standard Height	\$ 80.00

Palm Tree Trimming:

Prune Date Palm (Phoenix spp.)	\$ 120.00
Clean Trunk for Date Palm (Phoenix spp.)	\$ 30.00/Lineal Foot
Prune Fan Palm (Washingtonia spp.)	\$ 44.00
Clean Trunk for Fan Palm (Washingtonia spp.)	\$ 10.00 / Lineal Foot
Prune all other Palm Species	\$ 44.00

# Payment for Services

# Attachment B

## Tree Removal – (per inch)

Tree and Stump removal per inch trunk Diameter at Standard Height (DSH)

## Unit Price in Figures

0" - 6" DSH	\$ 17.00
7" - 12" DSH	\$ 17.00
13" - 18" DSH	\$ 17.00
19" - 24" DSH	\$ 17.00
25" - 30" DSH	\$ 17.00
31" - 36" DSH	\$ 27.00
Over 36" DSH	\$ 27.00
Stump grinding per stump diameter inch at grade	\$ 7.00

## Milling Cost – (per board foot)

Milling Lumber per Board Foot	\$ 7.00
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## Root Pruning – (per linear foot)

Per foot of roots pruned	\$ 10.00
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## Root Barrier Installation – (per linear foot)

Per foot of root barrier installed	\$ 10.00
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## General Labor Rates – (by hour)

Hourly rate for 1 Ground-person	\$ 60.00
Hourly rate for 1 Equipment Operator	\$ 60.00
Hourly rate for 1 Trimmer	\$ 60.00

## Day Rate Service Crew - (per day)

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$ 1,440.00
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## Specialty Equipment Day Rate – (per day)

Per eight (8) hour day	\$ 800.00
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## Emergency Services – (per hour)

Fully equipped 3 person crew called in for emergency service:

During normal business hours	\$ 180.00
After hours, weekends &/or holidays	\$ 210.00

## Arborist Reports – (per hour)

Cost per hour	<u>Unit Price in Figures</u> \$ 100.00
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## GPS Tree Inventory – (per tree site)

Cost per tree site	\$ 2.00
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### Attachment C

**Name**

**Business Address**

### Work Activity

**There are no subcontractors planned at this time.**

[illegible]

**EXTENSION TO THE CONTRACT BETWEEN THE CITY OF ENCINITAS  
AND WEST COAST ARBORIST, INC.**

This extension is made effective on the date executed by the City Manager for the City of Encinitas and West Coast Arborist, Inc.

**RECITALS**

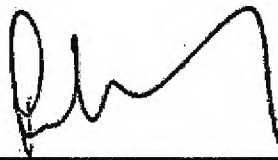
- A. The City of Encinitas and West Coast Arborist, Inc.; entered into a Contract for a term that began on October 16, 2012 and that ended on October 16, 2015.
- B. Under the terms of the Contract, the City may extend the agreement one (1) additional time for two (2) years.
- C. Under the terms of the Contract, the Contractor may request a unit price increase not to exceed the current San Diego Area Consumer Price Index or 2.5% whichever is greater (attached).
- D. The parties wish to extend the term of the Contract to October 16, 2017.

NOW, THEREFORE, in consideration of the mutual benefits to be derived thereupon, the parties agree to amend the Contract as follows:


- A. The Contract between the City of Encinitas and West Coast Arborist, Inc.; is extended for a period of two (2) years and will now expire on October 16, 2017.
- B. For the period of October 16, 2015, through October 16, 2017 the attached Price Schedule contains updated unit costs that shall replace the costs shown in the Bid Schedule attached to the original Contract.

Except as otherwise provided above, all the provisions of the Contract between the City of Encinitas and West Coast Arborist, Inc.; effective October 16, 2015, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Contract to be executed as follows:

BY:   
Name: PATRICK MAHONEY  
Title: PRESIDENT  
West Coast Arborist, Inc.

Dated: 7/30/15 *Approved*

BY:  Dated: 7/23/15  
City Manager  
City of Encinitas

Approved as to form: Office of the City Attorney

BY:  Dated: 7/27/15

West Coast Arborist, Inc.  
RFP No. 2012-01

July 14, 2015



Tree Care Professionals Serving Communities Who Care About Trees

JOAN:

SCANNED TO  
CONTINUT FOLIO -

www.WCAINC.com

May 30, 2015

City of Encinitas  
ATTN: Mark Hosford, Deputy Director of Public Works  
160 Calle Magdalena  
Encinitas, CA 92024

RE: Tree Maintenance Agreement

Dear Mr. Hosford,

With this contract year coming to a close, West Coast Arborists, Inc. would like to take a moment to thank you and the City for another successful year. Together we have worked diligently to ensure that our mutual goal of improving the City's urban forest is being achieved each day.

At this time, we would like to express our interest in continuing with the agreement for an additional year with an increase in cost. Over the course of the year, the cost of operating has continued to increase particularly in labor, insurance, and fuel. For this reason, we are respectfully requesting a cost adjustment of 1.30% based on the Consumer Price Index (CPI) for the San Diego region. Attached for your review is our proposed Schedule of Compensation for 2015-2016.

Your consideration in this matter will be sincerely appreciated. Should you have any questions or require additional information, please do not hesitate to call me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez  
Vice President, Marketing

West Coast Arborists, Inc.

7200 E. Via Burton Street • Anaheim, CA 92806 • 714-991-1900 • 800-521-3714 • Fax 714-956-3748

City of Encinitas

West Coast Arborists, Inc.

Price Schedule for Tree Maintenance Services 2015-2016

Line Item	Unit	Current Prices	Proposed Prices
Grid Tree Pruning	Each	\$ 44.00	\$ 44.55
Full prune 0-6"	Each	\$ 30.00	\$ 30.40
Full prune 7-12"	Each	\$ 60.00	\$ 60.75
Full prune 13-18"	Each	\$ 85.00	\$ 86.10
Full prune 19-24"	Each	\$ 115.00	\$ 116.50
Full prune 25-30"	Each	\$ 185.00	\$ 187.40
Full prune 31-36"	Each	\$ 250.00	\$ 253.25
Full prune over 36"	Each	\$ 250.00	\$ 253.25
Crown raise/Clearance prune 0-6"	Each	\$ 20.00	\$ 20.25
Crown raise/Clearance prune 7-12"	Each	\$ 20.00	\$ 20.25
Crown raise/Clearance prune 13-18"	Each	\$ 50.00	\$ 50.65
Crown raise/Clearance prune 19-24"	Each	\$ 50.00	\$ 50.65
Crown raise/Clearance prune 25-30"	Each	\$ 50.00	\$ 50.65
Crown raise/Clearance prune 31-36"	Each	\$ 80.00	\$ 81.00
Crown raise/Clearance prune over 36"	Each	\$ 80.00	\$ 81.00
Palm Trimming			
Prune Date Palm (Phoenix spp.)	Each	\$ 120.00	\$ 121.55
Clean Trunk for Date Palm (Phoenix spp.)	Lineal Foot	\$ 30.00	\$ 30.40
Prune Fan Palm (Washingtonia spp.)	Each	\$ 44.00	\$ 44.55
Clean trunk for Fan Palm (Washingtonia spp.)	Lineal Foot	\$ 10.00	\$ 10.10
Prune all other Palm species	Each	\$ 44.00	\$ 44.55
Root Pruning and installation of 12" root barrier	Linear Foot	\$ 10.00	\$ 10.10
Root Pruning and installation of 18" root barrier	Linear Foot	\$ 10.00	\$ 10.10
Crew Rental - Groundperson	Hourly	\$ 60.00	\$ 60.75
Crew Rental - Equipment Operator	Hourly	\$ 60.00	\$ 60.75
Crew Rental - Trimmer	Hourly	\$ 60.00	\$ 60.75
Day Rate Service Crew: 8 hr day, 3 men & Equip	Day	\$ 1,440.00	\$ 1,458.75
Tree & Stump Removal (Standard removal)			
Removal 0-6"	Per Inch	\$ 17.00	\$ 17.20
Removal 7-12"	Per Inch	\$ 17.00	\$ 17.20
Removal 13-18"	Per Inch	\$ 17.00	\$ 17.20
Removal 19-24"	Per Inch	\$ 17.00	\$ 17.20
Removal 25-30"	Per Inch	\$ 17.00	\$ 17.20
Removal 31-36"	Per Inch	\$ 27.00	\$ 27.35
Removal over 36"	Per Inch	\$ 27.00	\$ 27.35
Stump Only removal	Per Inch	\$ 7.00	\$ 7.10
Milling Cost	Per Board Foot	\$ 7.00	
Tree Planting			
15-gallon	Each	\$ 120.00	\$ 121.55
24-inch box	Each	\$ 200.00	\$ 202.60
36-inch box	Each	\$ 500.00	\$ 506.50
48-inch box	Each	\$ 1,000.00	\$ 1,013.00
60-inch box	Each	\$ 1,000.00	\$ 1,013.00
Tree Watering	Per Hour	\$ 60.00	\$ 60.75
Specialty Equipment Day Rate	Per day	\$ 800.00	\$ 810.40
Emergency Crew (During business hours)	Per Hour	\$ 180.00	\$ 182.35
Emergency Crew (After hours, weekends, holidays)	Per Hour	\$ 210.00	\$ 212.75
Certified Arborist Reports	Per Hour	\$ 100.00	\$ 101.30
GPS Tree Inventory	Per tree site	\$ 2.00	\$ 2.00



# AGENDA REPORT

## City Council

**MEETING DATE:** June 15, 2016

**PREPARED BY:** Mark Hosford, Deputy  
Director

**DEPT. DIRECTORS:** Glenn Pruim  
Jim O'Grady

Michael Stauffer, Acting  
Park Superintendent

**DEPARTMENTS:** Public Works  
Parks and Recreation

**CITY MANAGER:** Karen P. Brust

**SUBJECT:**

**CONTRACT WITH WEST COAST ARBORISTS, INC., NEW PREVAILING WAGE REQUIREMENTS**

**RECOMMENDATION:**

Authorize the City Manager, in coordination with the City Attorney, to approve a contract amendment accepting a new Price Schedule with West Coast Arborists, Inc. for the remainder of the current term, which expires on October 16, 2017.

**STRATEGIC PLAN:**

This item is applicable to the Strategic Plan elements of Transportation and Organizational Effectiveness and Efficiency and their associated goals.

**FISCAL CONSIDERATIONS:**

Funding for contractual tree maintenance service is included in the approved FY 2015-16 operating budget and is distributed across multiple accounting divisions. The total fiscal impacts associated with staff's recommendation for FY 2016-17 is \$75,056 and has been included in the revised budget as detailed below.

DIVISION DESCRIPTION	ACCOUNT	APPROVED FY 2015-16 BUDGET AMOUNT	PROPOSED FY 2016-17 BUDGET AMOUNT	DIFFERENCE
Street Maintenance	101 71630 432.2	\$183,172	\$221,638	\$38,466
Park Maintenance	101 80810 432.2	\$73,800	\$89,375	\$15,575
Beach Maintenance	101 80820 432.2	\$5,330	\$9,380	\$4,050
Community Center Maintenance	101 80850 432.2	\$15,450	\$15,836	\$386
Villanitas	291 80880 432.2	\$5,723	\$5,896	\$173
Cerro Street	292 80880 432.2	\$6,234	\$6,421	\$187

DIVISION DESCRIPTION	ACCOUNT	APPROVED FY 2015-16 BUDGET AMOUNT	PROPOSED FY 2016-17 BUDGET AMOUNT	DIFFERENCE
Wiro Park	296 80880 432.2	\$2,500	\$2,575	\$75
ELLD	295 72740 432.2	\$58,170	\$70,385	\$12,215
ELLD – Zone H	297 72740 432.2	\$39,464	\$43,204	\$3,740
<b>TOTAL</b>		<b>\$396,179</b>	<b>\$471,235</b>	<b>\$75,056</b>

### **BACKGROUND:**

On September 12, 2012, the City Council awarded a contract to West Coast Arborists, Inc. (WCA), for city-wide tree maintenance service (Attachment 1). The scope of work included providing all materials, equipment, tools, labor and incidentals as required by the contract, to perform annual grid trimming; service request trimming; root pruning; tree and stump removal services; emergency tree services; tree planting services and other related tree maintenance services for the Public Works and Parks and Recreation Departments. The contract also requires WCA to pay prevailing wages per the Department of Industrial Relations (DIR) rate schedule.

On July 23, 2015, the City Manager approved a one-time option to extend the agreement for a two (2)-year period under the same terms and conditions as set forth in the original contract. That extension expires on October 16, 2017 (Attachment 2).

On August 22, 2015, the DIR issued a new prevailing wage determination for the craft: "Tree Maintenance Laborer" that significantly impacts the contract with WCA (Attachment 3).

### **ANALYSIS:**

Since 2012, WCA employees assigned to the City of Encinitas have been compensated in accordance with DIR prevailing wage determination for the craft: "Landscape Maintenance Laborer," which ranged from \$9.00 - \$10.00 per hour. The classification was used for all tree maintenance work. For many years, union organizations debated with the DIR and WCA that the tree maintenance work they performed for public agencies consisted of construction work and therefore, employees should be compensated at the prevailing wage rate for "Construction Laborer," which ranged from \$40.00 - \$50.00 per hour.

On June 1, 2015, WCA agreed to enter into a Collective Bargaining Agreement (CBA) with the Laborers Union. Subsequently, on August 22, 2015, a new prevailing wage determination was issued by the DIR. The new rates stem from the CBA, and although not as high as the "Construction Laborer" classification, the wages are higher than the original "Landscape Maintenance Laborer" as accounted for in the current agreement. The classification of "Tree Maintenance Laborer" will now be applied to employees with WCA using the wage rates established by the DIR, which range from \$18.00 - \$23.00 per hour. As required by the DIR, this increase will take effect on July 1, 2016 (Attachment 3).

City staff met with representatives from WCA on March 10, 2016 to discuss how these new rates will affect the current agreement with the City. WCA is requesting the City provide an increase in compensation beginning July 1, 2016 for the remaining term of the contract with the City to meet the new DIR wage requirements (Contract Amendment – Attachment 4).

Staff discussed the wage rate increases and impacts with several other municipal agencies in San Diego County. Thirteen (13) agencies in the County are all pursuing contractual price increases to meet the new (DIR) wage requirements. Nine (9) agencies have amended, or are amending their current contracts; three (3) have "piggybacked" on existing contracts where the increases are already adopted, and one (1) agency has issued a new request for bids, with the new rate increases included.

Potential options to address the DIR's wage rate increases and the City's ability to maintain its urban forest program at an acceptable level include:

- Option 1: Increase the budget to continue the current level of service;
- Option 2: Reduce the current level of tree maintenance service and absorb the increases into the current budget; and
- Option 3: Terminate the current contract and issue a new request for bids, with the new wage rates included.

Staff is recommending Option 1, that the budget is increased to continue the current level of tree maintenance service, and that the agreement with WCA be amended to reflect the new wage rates. Funding for this Option has already been identified and included in the FY 2016-17 budget revise. Staff will competitively solicit new bids from prospective tree maintenance service providers prior to the end of the current agreement with WCA so that a new agreement will be in place to continue services once the existing agreement expires.

#### **ENVIRONMENTAL CONSIDERATIONS:**

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" per Section 15378(b)(5) of the CEQA Guidelines.

#### **ATTACHMENTS:**

1. Original Urban Forestry Maintenance Services Contract - October 16, 2012
2. Contract Extension - July 23, 2015
3. Tree Maintenance (Laborer) Wage Rate Notification from Department of Industrial Relations (DIR) - September 1, 2015
4. Contract Amendment – June 15, 2016

**ADMENDMENT TO THE CONTRACT  
BETWEEN THE CITY OF ENCINITAS AND  
WEST COAST ARBORIST, INC.**

This amendment is made effective on the date executed by the City Manager for the City of Encinitas and West Coast Arborist, Inc.

**RECITALS**

This Amendment is made with respect to the following facts and purposes:

- A. The City of Encinitas and West Coast Arborist, Inc.; entered into a contract for a term that began on October 16, 2012 and that ended on October 16, 2015.
- B. On July 23, 2015 the City of Encinitas and West Coast Arborist, Inc.; entered into a contract extension, which expires on October 16, 2017.
- C. On June 15, 2016 the City Council approved a contract amendment due to the State authorized Prevailing Wage increases to certain labor categories which affected the existing Contract with West Coast Arborist, Inc.
- D. The parties now desire to amend the Contract as set forth in this Amendment to change the price schedule (attached) to address the Prevailing Wage increases.

NOW, THEREFORE, in consideration of the mutual benefits to be derived thereupon, the parties agree to amend the Contract as follows:

- A. The Contract between the City of Encinitas and West Coast Arborist, Inc. is amended to accept the new price schedule beginning on July 1, 2016 for the remainder of the current contract, which expires on October 16, 2017.

Except as otherwise provided above, all the provisions of the Contract between the City of Encinitas and West Coast Arborist, Inc.; shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Contract to be executed as follows:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
West Coast Arborist, Inc.

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
City Manager  
City of Encinitas

Approved as to form: Office of the City  
Attorney:

BY: \_\_\_\_\_ Dated: \_\_\_\_\_

City of Encinitas

West Coast Arborists, Inc.

Price Schedule for Tree Maintenance Services FY2016-17 & 2017-18

Line Item	Unit	Current Prices	FY16-17 Prices	FY17-18 Prices
Grid Tree Pruning	Each	\$ 44.55	53.45	56.1
Full prune 0-6"	Each	\$ 30.40	\$ 36.45	\$ 38.25
Full prune 7-12"	Each	\$ 60.75	\$ 72.90	\$ 76.50
Full prune 13-18"	Each	\$ 86.10	\$ 103.30	\$ 108.45
Full prune 19-24"	Each	\$ 116.50	\$ 139.80	\$ 149.75
Full prune 25-30"	Each	\$ 187.40	\$ 224.85	\$ 236.00
Full prune 31-36"	Each	\$ 253.25	\$ 303.90	\$ 319.00
Full prune over 36"	Each	\$ 253.25	\$ 303.90	\$ 319.00
Crown raise/Clearance prune 0-6"	Each	\$ 20.25	\$ 24.30	\$ 25.50
Crown raise/Clearance prune 7-12"	Each	\$ 20.25	\$ 24.30	\$ 25.50
Crown raise/Clearance prune 13-18"	Each	\$ 50.65	\$ 60.75	\$ 63.75
Crown raise/Clearance prune 19-24"	Each	\$ 50.65	\$ 60.75	\$ 63.75
Crown raise/Clearance prune 25-30"	Each	\$ 50.65	\$ 60.75	\$ 63.75
Crown raise/Clearance prune 31-36"	Each	\$ 81.00	\$ 97.20	\$ 102.00
Crown raise/Clearance prune over 36"	Each	\$ 81.00	\$ 97.20	\$ 102.00
<b>Palm Trimming</b>				
Prune Date Palm (Phoenix spp.)	Each	\$ 121.55	\$ 145.85	\$ 153.00
Clean Trunk for Date Palm (Phoenix spp.)	Lineal Foot	\$ 30.40	\$ 36.45	\$ 38.25
Prune Fan Palm (Washingtonia spp.)	Each	\$ 48.60	\$ 58.30	\$ 61.00
Clean trunk for Fan Palm (Washingtonia spp.)	Lineal Foot	\$ 10.10	\$ 12.10	\$ 12.70
Prune all other Palm species	Each	\$ 44.55	\$ 53.45	\$ 56.00
Root Pruning and Installation of 12" root barrier	Linear Foot	\$ 10.10	\$ 12.10	\$ 12.70
Root Pruning and installation of 18" root barrier	Linear Foot	\$ 10.10	\$ 12.10	\$ 12.70
Crew Rental - Goundperson	Hourly	\$ 60.75	\$ 72.90	\$ 76.50
Crew Rental - Equipment Operator	Hourly	\$ 60.75	\$ 72.90	\$ 76.50
Crew Rental - Trimmer	Hourly	\$ 60.75	\$ 72.90	\$ 76.50
Day Rate Service Crew: 8 hr day, 3 men & Equip	Day	\$ 1,458.75	\$ 1,750.50	\$ 1,838.00
<b>Tree &amp; Stump Removal (Standard removal)</b>				
Removal 0-6"	Per Inch	\$ 17.20	\$ 20.60	\$ 21.60
Removal 7-12"	Per Inch	\$ 17.20	\$ 20.60	\$ 21.60
Removal 13-18"	Per Inch	\$ 17.20	\$ 20.60	\$ 21.60
Removal 19-24"	Per Inch	\$ 17.20	\$ 20.60	\$ 21.60
Removal 25-30"	Per Inch	\$ 17.20	\$ 20.60	\$ 21.60
Removal 31-36"	Per Inch	\$ 27.35	\$ 32.80	\$ 34.40
Removal over 36"	Per Inch	\$ 27.35	\$ 32.80	\$ 34.40
Stump Only removal	Per inch	\$ 7.10	\$ 8.50	\$ 8.90
Milling Cost	Per Board Foot			
<b>Tree Planting</b>				
15-gallon	Each	\$ 121.55	\$ 145.85	\$ 153.10
24-inch box	Each	\$ 202.60	\$ 243.10	\$ 255.25
36-inch box	Each	\$ 506.50	\$ 607.80	\$ 638.15
48-inch box	Each	\$ 1,013.00	\$ 1,215.60	\$ 1,276.35
60-inch box	Each	\$ 1,013.00	\$ 1,215.60	\$ 1,276.35
Tree Watering	Per Hour	\$ 60.75	\$ 72.90	\$ 76.50
Specialty Equipment Day Rate	Per day	\$ 810.40	\$ 972.00	\$ 1,020.00
Emergency Crew (During business hours)	Per Hour	\$ 182.35	\$ 218.70	\$ 229.50
Emergency Crew (After hours, weekends, holidays)	Per Hour	\$ 212.75	\$ 255.30	\$ 268.05
Certified Arborist Reports	Per Hour	\$ 101.30	\$ 121.50	\$ 127.50
GPS Tree Inventory	Per tree site	\$ 2.00	\$ 2.00	\$ 2.00

Proposed prices for FY 16-17 reflect a 20% and FY17-18 reflects a 5% increase to offset the State-mandated prevailing wage determination for current Tree Maintenance Laborer

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

**FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS**

**CRAFT: TREE MAINTENANCE<sup>1</sup> (LABORER)**

**DETERMINATION:** SC-102-X-20-2016-1

**ISSUE DATE:** August 22, 2016

**EXPIRATION DATE OF DETERMINATION:** June 30, 2017\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

CLASSIFICATION <sup>a</sup> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X <sup>b</sup>	Sunday/ Holiday 2X
Senior Tree Trimmer	\$18.50	2.25	\$1.00	\$1.67	-	0.05	8	\$23.47	\$32.72	\$41.97
Tree Trimmer	\$16.50	2.25	\$1.00	\$1.47	-	0.05	8	\$21.27	\$29.52	\$37.77
Groundsperson	\$13.75	2.25	\$1.00	\$1.32	-	0.05	8	\$18.37	\$25.245	\$32.12

<sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

<sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

<sup>1</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT is entered into on this 1st day of November, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and WEST COAST ARBORISTS, INC., a California corporation (the "CONTRACTOR").

**R E C I T A L S**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide Urban Forestry Maintenance Services.

WHEREAS, the CITY has determined that the CONTRACTOR is a certified forestry professional and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

WHEREAS, this contract is being awarded based on cooperative purchasing, as permitted in National City Municipal Code section 2.60.260. The City of Encinitas has gone through a competitive process for these services and selected this CONTRACTOR, and the CITY is entering into this Agreement with the prices established through that competitive process.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform tree pruning and trimming services, and the CONTRACTOR agrees to perform the services set forth in this Agreement in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on November 1, 2016. The duration of this Agreement is for the period of November 1, 2016 through June 30, 2017. Completion dates or time durations for specific portions of the Project, hereafter defined, are set forth in Exhibit "B". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform tree pruning and trimming services as set forth in the attached Exhibit "A", using a grid system as set forth in the attached Exhibit "B" (the "Project").

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Miguel Diaz hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Michael Palat thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed as described in Exhibit "A". Billings shall include labor classifications, respective rates, hours worked, and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$90,000. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the City or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall

not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence

and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Miguel Diaz  
Park Superintendent  
Engineering and Public Works Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Michael Palat  
Area Manager  
West Coast Arborists, Inc.  
8524 Commerce Avenue, Suite B  
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONTRACTOR.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits or schedules or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subcontractors.* The City is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any

portion of the work, unless such subcontracting was part of the original proposal or is allowed by the City in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the City, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

*[Signature Page to Follow]*

**CITY OF NATIONAL CITY**

**WEST COAST ARBORISTS, INC.**

*(Corporation -- signatures of two corporate officers required)*

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

\_\_\_\_\_  
*(Title)*

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney

By: \_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Print)*

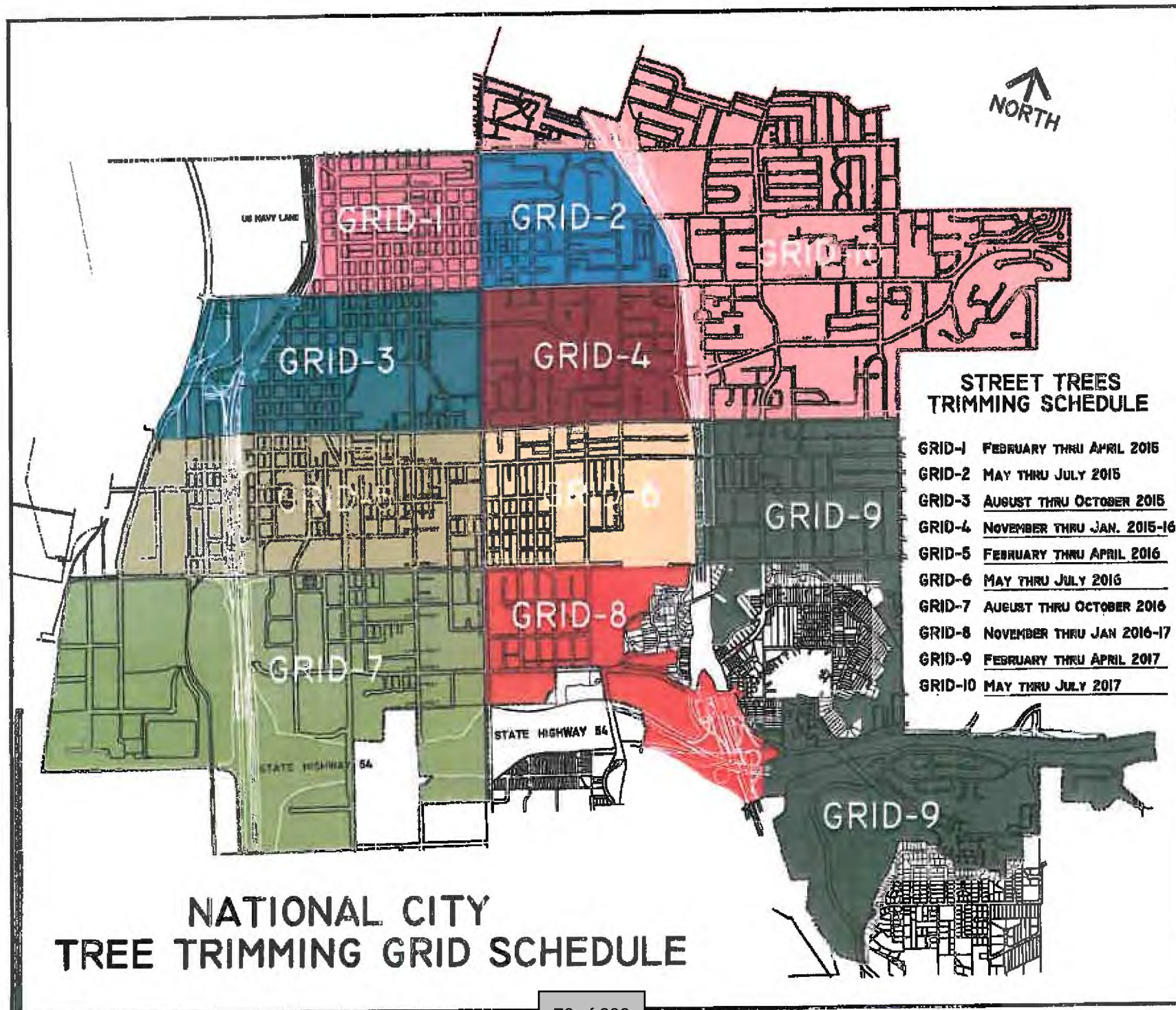
\_\_\_\_\_  
*(Title)*

## Exhibit A

West Coast Arborists, Inc.

### Scope of Services

The Scope of Services for this Agreement is to provide professional Urban Forestry Maintenance Services for tree pruning and trimming, using a grid system (attached to the Agreement as Exhibit B) priced at \$53.45 per tree within the grid, and to maintain the City of National City's trees in a safe, attractive, and overall healthy condition.



# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC  
2200 EAST VIA BURTON  
ANAHEIM CA 92806

NAME AND  
ADDRESS  
OF INSURED



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS COMPENSATION Statutory Limits	7/1/2017	WA7-66D-039499-076	<div>COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY</div> <div>EMPLOYERS LIABILITY</div> <div>Bodily Injury by Accident \$1,000,000 Each Accident</div> <div>Bodily Injury By Disease \$1,000,000 Policy Limit</div> <div>Bodily Injury By Disease \$1,000,000 Each Person</div>
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2017	TB2-661-039499-016	<div>General Aggregate \$2,000,000</div> <div>Products / Completed Operations Aggregate \$2,000,000</div> <div>Each Occurrence \$1,000,000</div> <div>Personal &amp; Advertising Injury \$1,000,000 Per Person / Organization</div> <div>Other Damage to premises rented to you \$300,000</div> <div>Other Medical Expense \$5,000</div>
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2017	AS7-661-039499-036	<div>Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined</div> <div>Each Person</div> <div>Each Accident or Occurrence</div> <div>Each Accident or Occurrence</div>
OTHER Umbrella Excess Liability	7/1/2016 - 7/1/2017	TH7-881-039499-046	\$5,000,000 Per Occurrence/Aggregate

## ADDITIONAL COMMENTS

The City of National City and its officers, agents and employees are additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract.  
The insurance afforded by the general liability policy for the benefit of the additional insured shall be primary and non-contributory.  
Waiver of Subrogation is included in favor of the additional insured on workers compensation, where allowed by statute, and applies only to the specific jobs of the insured performed under written contract, and where applicable by law.

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)  
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE  
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE  
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual  
Insurance Group

Certificate  
Holder

City of National City  
1243 National City Blvd.  
National City CA 91950

*Elaine Ulan*

Elaine Ulan

Los Angeles / 0603  
818 W 7th Street, Suite 850  
Los Angeles CA 90017

AUTHORIZED REPRESENTATIVE  
0584408

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

The endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repair) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section II - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location And Description Of Completed Operations:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an occurrence or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

**This endorsement modifies insurance provided under the following:**

**AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.**

## SCHEDULE

**Name Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY --  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium, Subject to a minimum premium charge of \$ 250.

Person or Organization  
Where required by contract or  
written agreement prior to loss and  
allowed by law:

Job Description

Issued by Liberty Insurance Corporation 2/18/14

For attachment to Policy No. WA7-86D-039406-078

Effective Date

Premium: \$

Issued to West Coast Arborists, Inc.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing submittal of applications for all State of California Department of Resources, Recycling and Recovery (CalRecycle) grants for which the City of National City is eligible, for a period

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing submittal of applications for all State of California Department of Resources, Recycling and Recovery (CalRecycle) grants for which the City of National City is eligible, for a period of five (5) years.

**PREPARED BY:** Ray Roberson, Management Analyst II

**PHONE:** (619) 336-4583

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

If grant funds are awarded, staff will return to City Council to appropriate funds. It shall be noted that there is no local match required for these grants.

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing submittal of applications for all CalRecycle grants for which the City of National City is eligible, for a period of five (5) years.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Resolution

### **Explanation**

The State of California Department of Resources, Recycling and Recovery (CalRecycle) administers various grant programs in furtherance of the State's efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment.

A City Council Resolution authorizing staff to submit grant applications is required by the granting agency as part of the application process. The authorization to submit grant applications would be valid for five (5) years. The resolution would also authorize the City Manager to execute all grant agreements. Staff would return to City Council to present each grant award and request appropriation of funds.

Staff has identified an immediate grant opportunity through CalRecycle to offset the cost of purchasing rubberized asphalt material for use in City street resurfacing projects. Rubberized asphalt has a longer life cycle than traditional asphalt since it is more resistant to cracking. It also provides a smooth travel surface with less noise.

In order to take advantage of current and future CalRecycle grant opportunities, staff is requesting City Council authorization to submit applications for all CalRecycle grants for which the City of National City is eligible, for a period of five (5) years.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the El Toyon-Las Palmas Regional Bi

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the El Toyon-Las Palmas Regional Bicycle Boulevard Project in the amount of \$1,544,000; 2) accepting the terms of the Grant Agreement; and 3) authorizing the City Manager to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG, if selected for grant award.

**PREPARED BY:** Jose Lopez

**PHONE:** 336-4312

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

If grant funds are awarded, staff will return to City Council to appropriate funds. It shall be noted that there is no local match required for this grant project.

**ENVIRONMENTAL REVIEW:**

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Conceptual Exhibit
2. Sample Grant Agreement
3. Resolution

## **EXPLANATION**

The 2.2 mile El Toyon-Las Palmas Bicycle Corridor Project was identified as a Tier 1 priority project in National City's SMART Foundation Plan to enhance the pedestrian and bicycling environment in National City. The project provides connections to the following three elementary schools: El Toyon, Rancho De La Nacion and Las Palmas. The project will also connect to the future regionally significant South Bay Bus Rapid Transit (BRT) station at Plaza Boulevard.

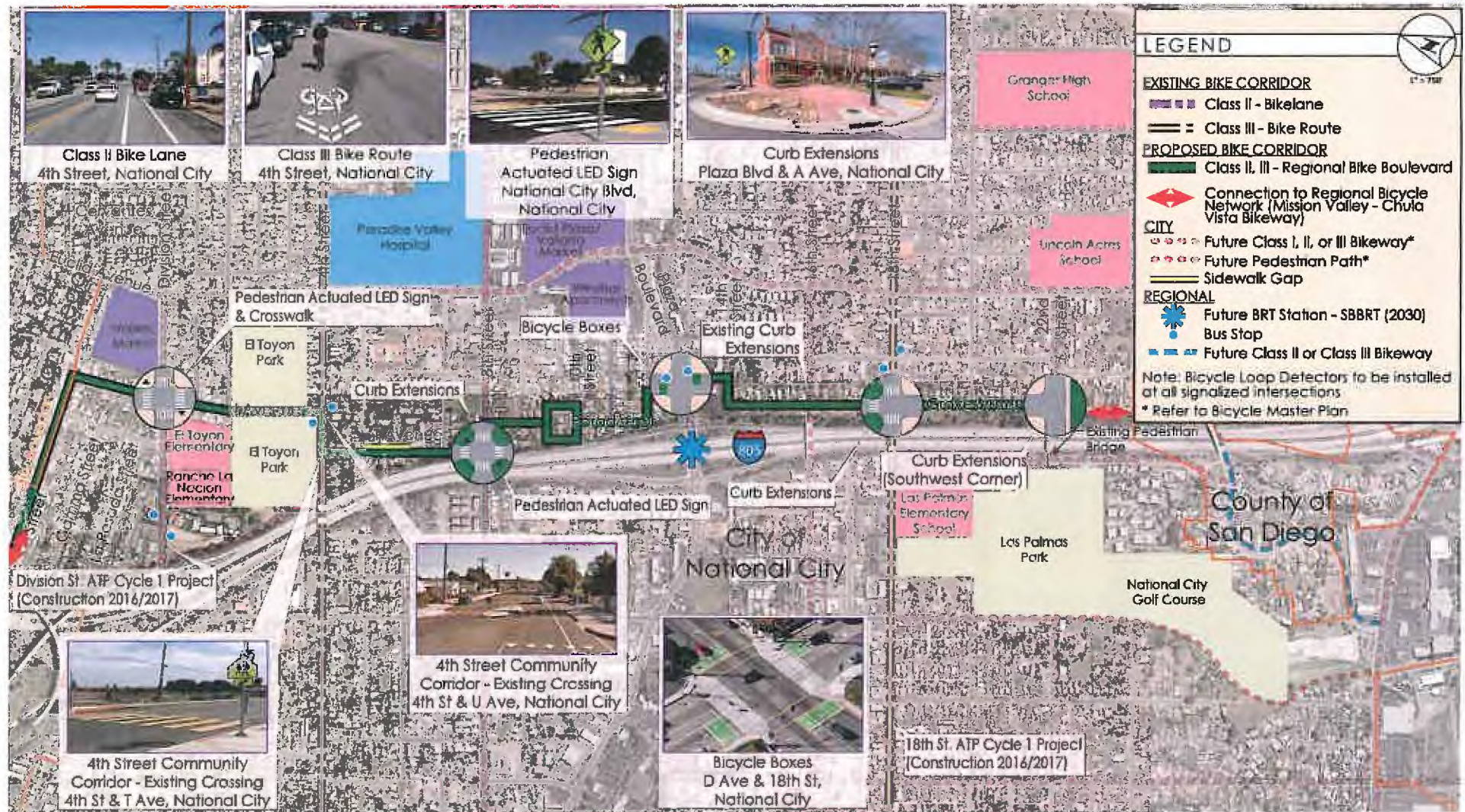
The proposed bicycle corridor starts in the residential neighborhood just north of Division Street and proceeds south along U Avenue through El Toyon Park, T Avenue, Paradise Drive and Grove Street, eventually ending at E. 22<sup>nd</sup> Street near the existing pedestrian bridge which leads to Las Palmas Park.

The project provides ideal bicycle and pedestrian connections, particularly for school-age children, due to the low volume and low vehicular speeds of these predominantly residential roadways. Enhancements include Shared Lane Markings or "sharrows," signage highlighting the corridor as a Bicycle Boulevard, and traffic calming measures such as corner bulb-outs. While the corridor itself is relatively "quiet," it does cross several higher volume / higher speed streets such as Division Street, E. 4<sup>th</sup> Street and Plaza Boulevard. To address the challenges presented by these crossings, the project proposes a combination of bulb-outs, median refuge islands, high visibility crosswalks, and pedestrian actuated LED-enhanced crosswalk signs.

Staff recommends that City Council take the following actions: 1) authorize the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the El Toyon-Las Palmas Regional Bicycle Boulevard Project in the amount of \$1,544,000; 2) accept the terms of the Grant Agreement; and 3) authorize the City Manager to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG, if selected for grant award.

It shall be noted that the Grant Agreement contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a "hold harmless" provision, staff has determined that risk to the City is minimal since SANDAG's involvement in this grant-funded project is limited to accounting processes and financial audits.

# Project Improvement Map



## El Toyon - Las Palmas Regional Bicycle Boulevard

**GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY**

**[SELECT APPLICABLE PROGRAM: *TransNet* SMART GROWTH INCENTIVE GRANT PROGRAM OR *TransNet* ACTIVE TRANSPORTATION GRANT PROGRAM]**

**THIRD FUNDING CYCLE**

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND  
[INSERT AGENCY/JURISDICTION NAME]  
REGARDING [INSERT FULL PROJECT TITLE]**

---

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

***Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.***

***Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.***

The following recitals are a substantive part of this Agreement:

***Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.***

**Smart Growth Incentive Program (SGIP) Recitals (A – J):**

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D.** The SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- E.** On December 19, 2014, SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria.

- F. Grantee successfully applied for *TransNet* SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

***Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the TransNet MPO ID required to complete Recital G, below.***

- G. Grantee's Project is funded with [insert dollar amount] in *TransNet* SGIP funds and the *TransNet* MPO ID for the Project is [insert ID number].
- H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- J. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

**Active Transportation Grant Program (ATGP) Recitals (A – L):**

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.
- C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.
- D. Together the *TransNet* BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).
- E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- F. The SANDAG Board of Directors approved programming of approximately \$3 million in both *TransNet* and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.

- H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

***Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.***

- I. Grantee's Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in TransNet BPNSP funds and [insert dollar amount] in TDA funds, and the TransNet MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].
- J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- K. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- L. Grantee understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

**I. DEFINITIONS**

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

***Note to Grant Recipient: Only the applicable grant program will be referenced here.***

**Note to SANDAG Contracts Staff: Choose the appropriate program here.**

- D. **[SGIP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the SGIP.]  
OR **[ATGP Funds and Funding.** Funding from the *TransNet* BPNP and TDA Article 3 funds.]
- E. **Grantee.** The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.
- F. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a Notice to Proceed.
- G. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

## II. PROJECT IMPLEMENTATION

- A. **General.** The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee's representations in the Application during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing.

SANDAG will then determine whether the Project is still consistent with the overall objectives of the [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] Funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.

7. **Media and Community Outreach Coordination.** The Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of *TransNet* Funded Facilities.** Each capital project in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

- C. Notice Regarding Prevailing Wages.** SANDAG's [SGIP or ATGP] Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over three thousand dollars (\$3,000) on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.
  2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.
  2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a

written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

- G. **No SANDAG Obligations to Third-Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.
- H. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.
- I. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

### III. ETHICS

- A. **Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with [SGIP or ATGP] Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective

positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by [SGIP or ATGP] Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.
2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

- B. SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its [SGIP or ATGP] Funding application for the Project.
- D. False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

#### IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$ [REDACTED], or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is [REDACTED] percent ([REDACTED] %). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

#### V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
- C. Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

#### VI. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

## **VII. PAYMENTS**

**A. Grantee's Request for Payment When Matching Funds Are Required.** The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:

1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.

**B. Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.

**C. Eligible Costs.** The Grantee agrees that Project costs eligible for [SGIP or ATGP] Funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income).
5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.

6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for [TransNet or TransNet and TDA] Funding as part of the [SGIP or ATGP].
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

**D. Excluded Costs**

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude:
  - a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
  - b. Any cost that is not included in the latest Approved Project Budget;
  - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
  - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
  - a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
  - b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.

- c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
  - d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
- E. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the [SGIP or ATGP] Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of [SGIP or ATGP] Funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

#### **VIII. ACCOUNTING RECORDS**

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.
- B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

## **IX. REPORTING, RECORD RETENTION, AND ACCESS**

- A. Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
- B. Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.
- D. Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.
- G. Communities Served Data and Report.** If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data.

## **X. Project Completion, Audit, Settlement, and Closeout**

- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

**B. Project Audit.**

***Note to Grant Recipient: Only the applicable sections will be included.***

***Note to SANDAG Contracts Staff: Please choose the appropriate:***

**For TransNet-funded projects:**

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

**For TDA-funded projects:**

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

- C. Performance Audit.** The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] Funding payment and/or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.
- E. Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

**XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE**

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.

- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of [SGIP or ATGP] Funding for the Project.
- D. In general, termination of [SGIP or ATGP] Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused [SGIP or ATGP] Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of [SGIP or ATGP] Funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

## **XII. CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this Section 12 in each subagreement, lease, third party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

- A. **Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.
- B. **Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### **XIII. OWNERSHIP OF WORK PRODUCT**

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

### **XIV. DISPUTES AND VENUE**

- A. Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:
1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
  2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.

- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

#### **XV. ASSIGNMENT**

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

#### **XVI. INSURANCE**

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. **Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
  2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty

(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

#### **XVII. INDEMNIFICATION AND HOLD HARMLESS**

- A. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

#### **XVIII. INDEPENDENT CONTRACTOR**

- A. **Status of Grantee.** Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.
- B. **Actions on behalf of SANDAG.** Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

## **XIX. SEVERABILITY AND INTEGRATION**

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

## **XX. PROJECT MANAGER**

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG.

## **XXI. NOTICE**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101  
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:  
[LOCAL AGENCY NAME]  
[LOCAL AGENCY ADDRESS]  
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

***Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG "wet" signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.***

**XXII. SIGNATURES**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS                      [INSERT JURISDICTION]

\_\_\_\_\_  
GARY L. GALLEGOS OR DESIGNEE                      [Full Name]  
Executive Director    [Title]

APPROVED AS TO FORM:    APPROVED AS TO FORM:

\_\_\_\_\_  
Office of General Counsel    [Full Name]  
    [Title]

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## ATTACHMENT A

### SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

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#### **Project Location**

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

#### **Project Description**

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TransNet MPO ID NO. \_\_\_\_\_



## COMPETITIVE GRANT PROGRAM PROCEDURES

### Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

### Procedures

#### 1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

## 2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

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## ATTACHMENT C

### PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

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#### Capital Grants

**1. Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

**2. Baseline Data Collection:** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees' budgets.

Grantees should plan to budget five thousand dollars (\$5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at [Christine.Eary@sandag.org](mailto:Christine.Eary@sandag.org), or (619) 699-6928.

**3. Design Development and Community Meetings:** Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

**4. Plan Review:** Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

**5. Quarterly Reports and Invoices:** Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

**6. Media and Community Outreach Coordination:** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

**7. Photo Documentation:** Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**8. Project Signage:** Each project or program in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

**9. Performance Monitoring:** SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

## **Planning and Non-Capital Grants**

**1. Contact Information.** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

**2. Request for Proposals and Consultant Selection.** Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

**3. Quarterly Reports.** Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

**4. Stakeholder and Community Meetings.** Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

**5. Media and Community Outreach Coordination.** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

**6. Photo Documentation.** Grantees are responsible for the following photo documentation:

- Existing conditions photos, which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
- Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**ATTACHMENT D**  
**QUARTERLY REPORT AND INVOICE FORMS**

***TransNet Smart Growth Incentive Program and  
TransNet/TDA Active Transportation Grant Program***  
**Quarterly Report**

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**Report Submittal Date:** [Insert]

**Reporting Period:** [Insert - Example: FY 2014, Quarter 1]

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**PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD**

**1. Work Accomplished This Reporting Period**

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 - Award Consultant Contract: Issued RFP and convened a selection panel of 5 members from the City, MTS, NTCD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 – Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 – Etc.
- Task 4 – Etc.

**2. Deliverables Produced This Reporting Period**

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP – Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes – Submitted with this report. Please see accompanying list of attachments.

**3. Is there an accompanying invoice for this period?**

[INSTRUCTIONS: Indicate YES or NO.]

#### 4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

#### 5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: <https://sandag.wetransfer.com/>

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

### PART 2: SCHEDULE AND TASK STATUS

Task	Scheduled Start Date (Per Grant Scope of Work)	Scheduled Completion Date (Per Grant Scope of Work)	Status	Timing	Anticipated Start Date (If Different from Grant Scope of Work)	Anticipated Completion (If Different from Grant Scope of Work)
NTP Date						
Task 1	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 2: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 3: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]

### **PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS**

#### **Challenges and Actions Toward Resolution (If applicable)**

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

☐ No amendment requested at this time

☐ Amendment requested to\*:

☐ Project Schedule

☐ Project Budget

☐ Scope of Work

*\*Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG's approval. It is the Grantee's responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.*

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### **PART 4: PROJECT STATUS REPORT SIGNATURE**

**Prepared by** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Project Manager

## **INVOICE INSTRUCTIONS**

### **Step 1: Complete the Quarterly Progress Report.**

Reimbursements cannot be made without a completed Quarterly Progress Report.

### **Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs.**

Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant.

Staff Costs should be supported by certified payroll documentation.

Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either a copy of the check provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.

Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.

Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.

Clearly identify (i.e., highlight or circle) all grant-related expenses on documents that include non-related costs.

### **Step 3: Complete the Expense Summary.**

Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.

Confirm that you have the adequate documentation.

Break down each cost by task. This will help with the next step to complete the invoice statement.

Double check and make sure all sub-totals have been calculated correctly.

### **Step 4: Complete the Invoice Statement.**

Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.

Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

### **Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at:**

**[sgatgrants@sandag.org](mailto:sgatgrants@sandag.org)**

Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.

Sign and scan the invoice statement. Submit it in PDF form.

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

**Files in excess of 6MB should be submitted via:**

**<https://sandag.wetransfer.com>**

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**PART 1: STAFF COSTS**

Personnel	Time Period	Hours	Hourly Rate	Amount	Documentation Attached?
Staff Person A	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO
Staff Person B	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO
Staff Person C	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

**PART 2: CONSULTANT/CONTRACTOR COSTS**

Consultant/Contractor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Consultant XYZ	1	1/1/2014	Professional services for the month of January 2014	\$ 10,000.00	YES/NO
Consultant XYZ	2	2/1/2014	Professional services for the month of February 2014	\$ 10,000.00	YES/NO
Consultant XYZ	3	3/1/2014	Professional services for the month of March 2014	\$ 10,000.00	YES/NO
Outreach Organization ABC	1	3/1/2014	Outreach from January 2014 to March 2014	\$ 10,000.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

**PART 3: OTHER COSTS**

Vendor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Vendor A	1	1/1/2014	Printing costs for January 2014	\$ 100.00	YES/NO
Vendor B	1	2/1/2014	News Announcement for February 2014 Workshop	\$ 100.00	YES/NO
Vendor C	1	2/28/2014	Snacks for February 2014 Workshop	\$ 100.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

# TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: **SUCHI MUKHERJEE** Project Name: [PROJECT NAME]  
**SANDAG** Contract Number: 500XXX  
 401 B Street, Suite 800  
 San Diego, CA 92101-4231

From: Name Grant Invoice Number: #  
 Address Billing Period: FROM TO  
 Invoice Date: DATE

Grant Award: \$0.00  
 Balance Remaining \$0.00

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent
	Reimbursed to Date	Match to Date	Total to Date	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice
1 RFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Existing Conditions Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Draft Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Final Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							Total Current Expenditures:		\$0.00
							Total Amount Due this Invoice:		\$0.00
							Less 10% Retention:		\$0.00
							Match % Met to Date:		#DIV/0!

Total Project Budget (Grant + Match)	
Task 1	\$0.00
Task 2	\$0.00
Task 3	\$0.00
Task 4	\$0.00
Task 5	\$0.00
TOTAL	\$0.00
SANDAG Grant:	\$0.00
Match:	\$0.00
SANDAG Contribution %	#DIV/0!
Required Match %	#DIV/0!

**CERTIFICATION OF GRANTEE**

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

Signature

Printed Name and Title

Date

DRAFT

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Citywide Safe Routes to School

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project in the amount of \$1,678,000; 2) accepting the terms of the Grant Agreement; and 3) authorizing the City Manager to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG, if selected for grant award.

**PREPARED BY:** Jose Lopez

**PHONE:** 336-4312

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:**  Finance

**APPROVED:** \_\_\_\_\_ MIS

If grant funds are awarded, staff will return to City Council to appropriate funds. It shall be noted that there is no local match required for this grant project.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Conceptual Exhibit
2. Sample Grant Agreement
3. Resolution

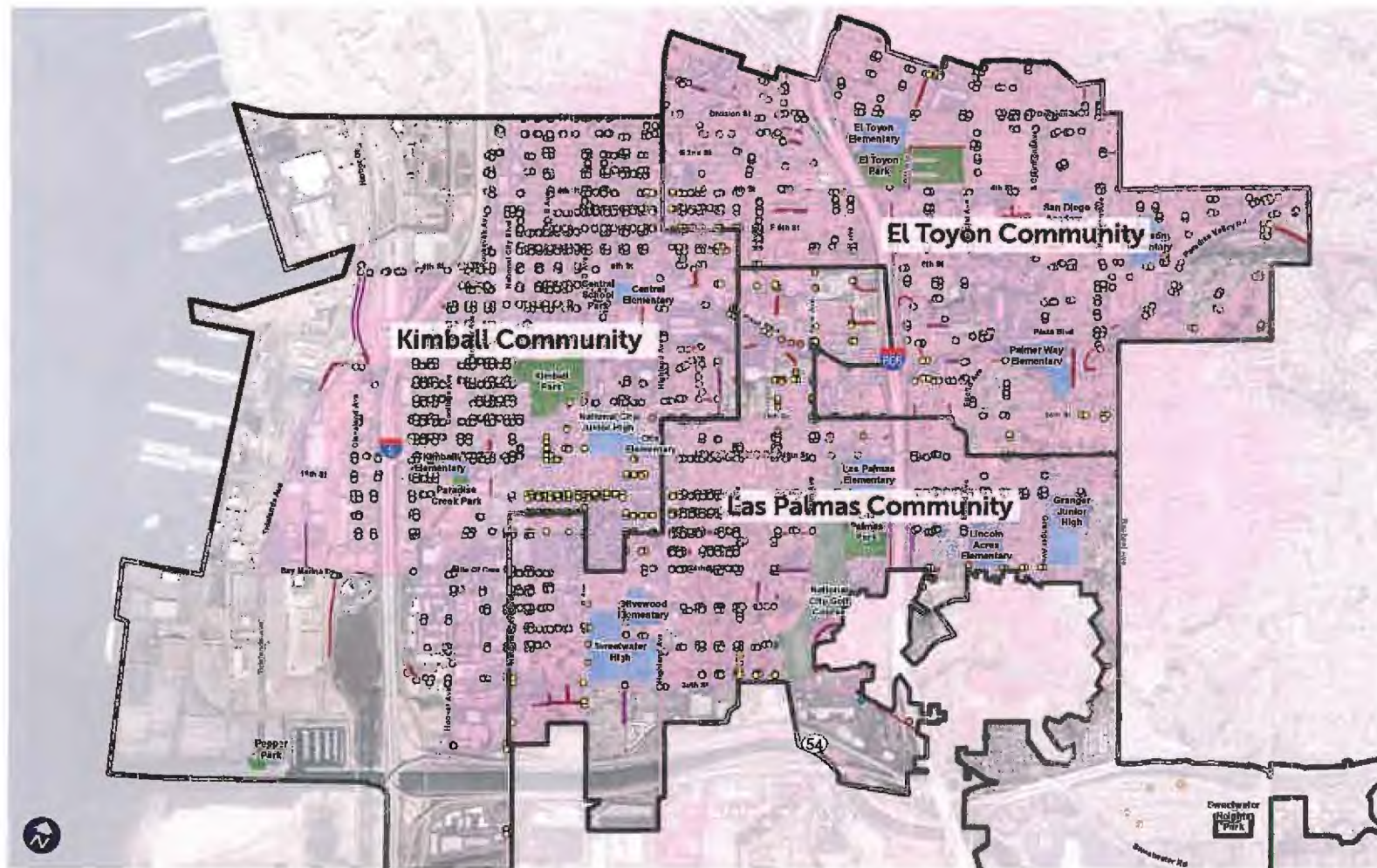
## **EXPLANATION**

The Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project will enhance safety for children walking to and from school by eliminating pedestrian barriers identified by a series of comprehensive Community Walk Audits conducted nearby the following seven schools: Palmer Way Elementary, Lincoln Acres Elementary, Otis Elementary, Olivewood Elementary, National City Middle, Granger Jr. High, and Sweetwater High. The project will address these barriers by providing high visibility crosswalks, Americans with Disabilities Act (ADA) compliant curb ramps, corner bulb-outs, pedestrian actuated LED-enhanced crosswalk signs, and new sidewalks.

Staff recommends that City Council take the following actions: 1) authorize the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project in the amount of \$1,678,000; 2) accept the terms of the Grant Agreement; and 3) authorize the City Manager to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG, if selected for grant award.

It shall be noted that the Grant Agreement contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a “hold harmless” provision, staff has determined that risk to the City is minimal since SANDAG’s involvement in this grant-funded project is limited to accounting processes and financial audits.

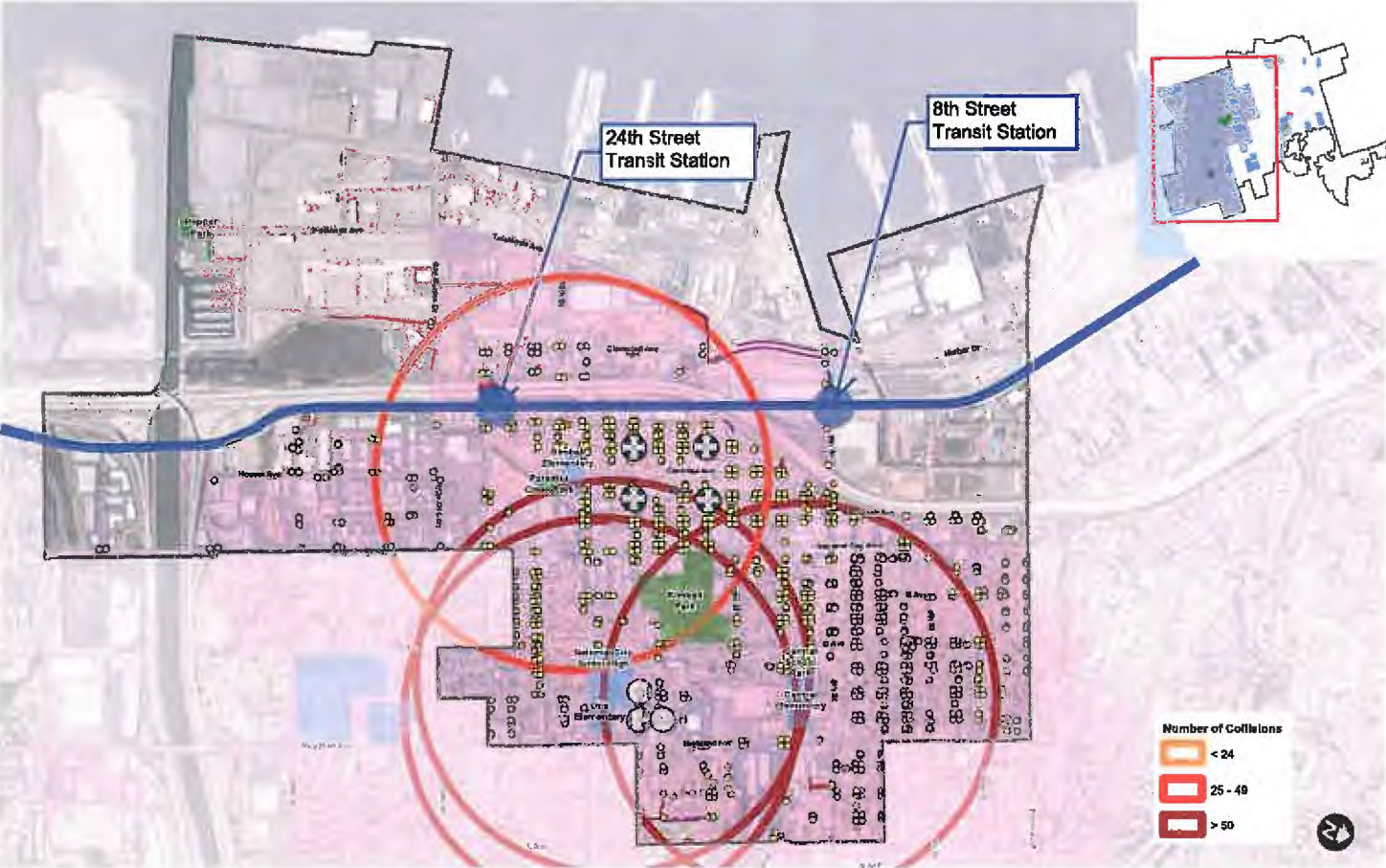
# National City SRTS Pedestrian Enhancements Preliminary Assessment : Key Map



## SRTS Improvements



# National City SRTS Pedestrian Enhancements Preliminary Assessment



## Kimball Community

School	Total Collisions	Bicycle Collisions	Pedestrian Collisions	Fatalities	Injuries
Central Elementary	22	42	2	32	
John A. Otis Elementary	14	37	3	29	
National City Middle	13	38	4	28	
Kimball Elementary	10	15	1	12	

\*Collisions Within 10-min (1/2 Mile) Walk Time from Schools

Pedestrian- 132 Bicyclist- 59

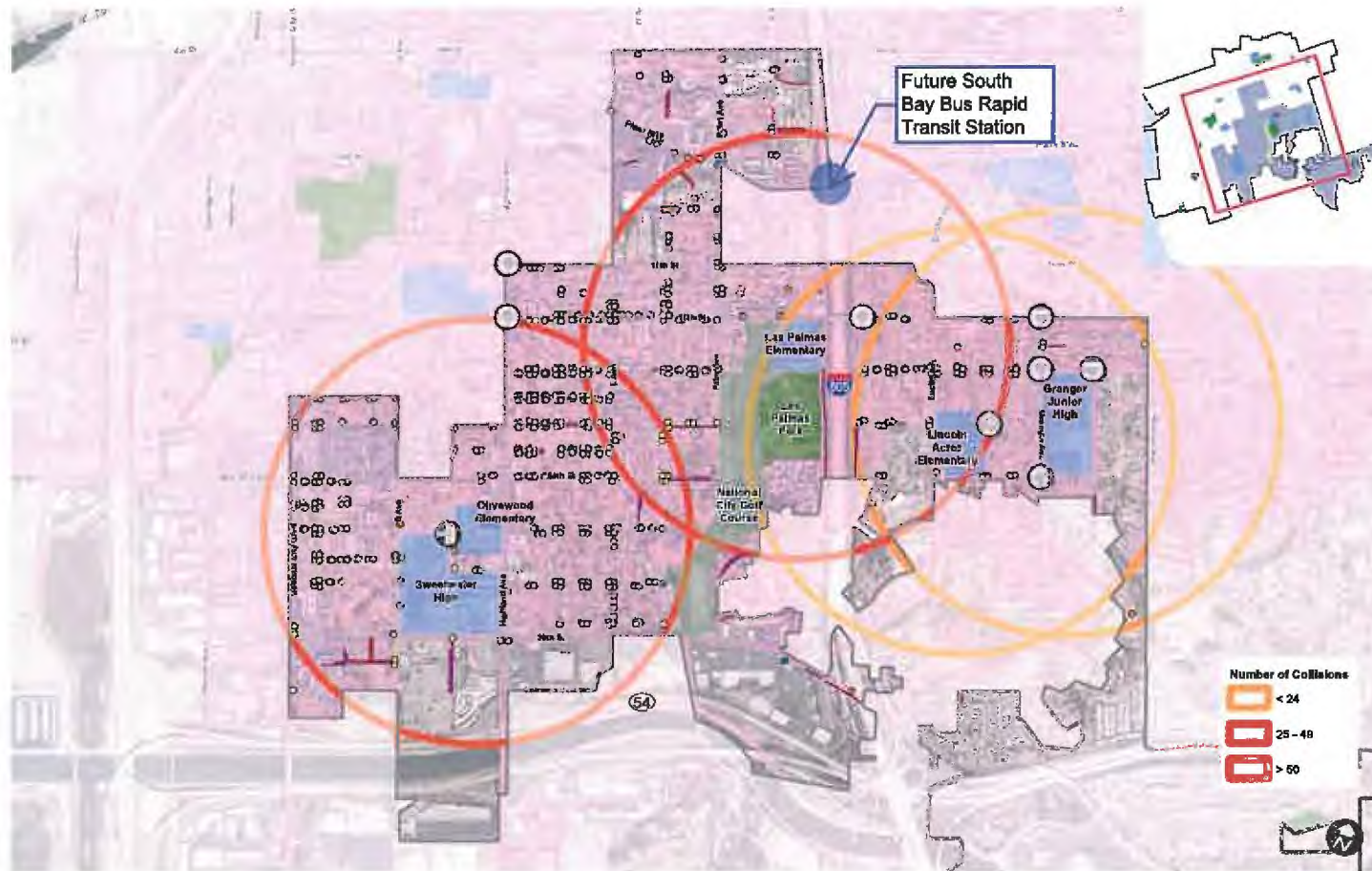
## SRTS Recommendations



## SRTS Improvements



# National City SRTS Pedestrian Enhancements Preliminary Assessment



## Las Palmas Community

School	Total Collisions	Bicycle Collisions	Pedestrian Collisions	Fatalities	Injuries
Olivewood Elementary	40	15	25	4	21
Las Palmas Elementary	26	12	14	2	4
Granger Junior High	19	7	12	1	13
Lincoln Acres Elementary	15	8	7	1	11

\*Collisions Within 10-min (1/2 Mile) Walk Time from Schools

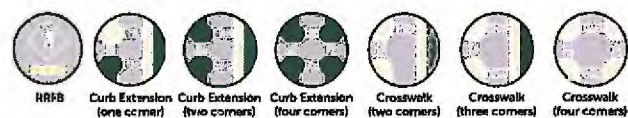


Pedestrian- 58



Bicyclist- 42

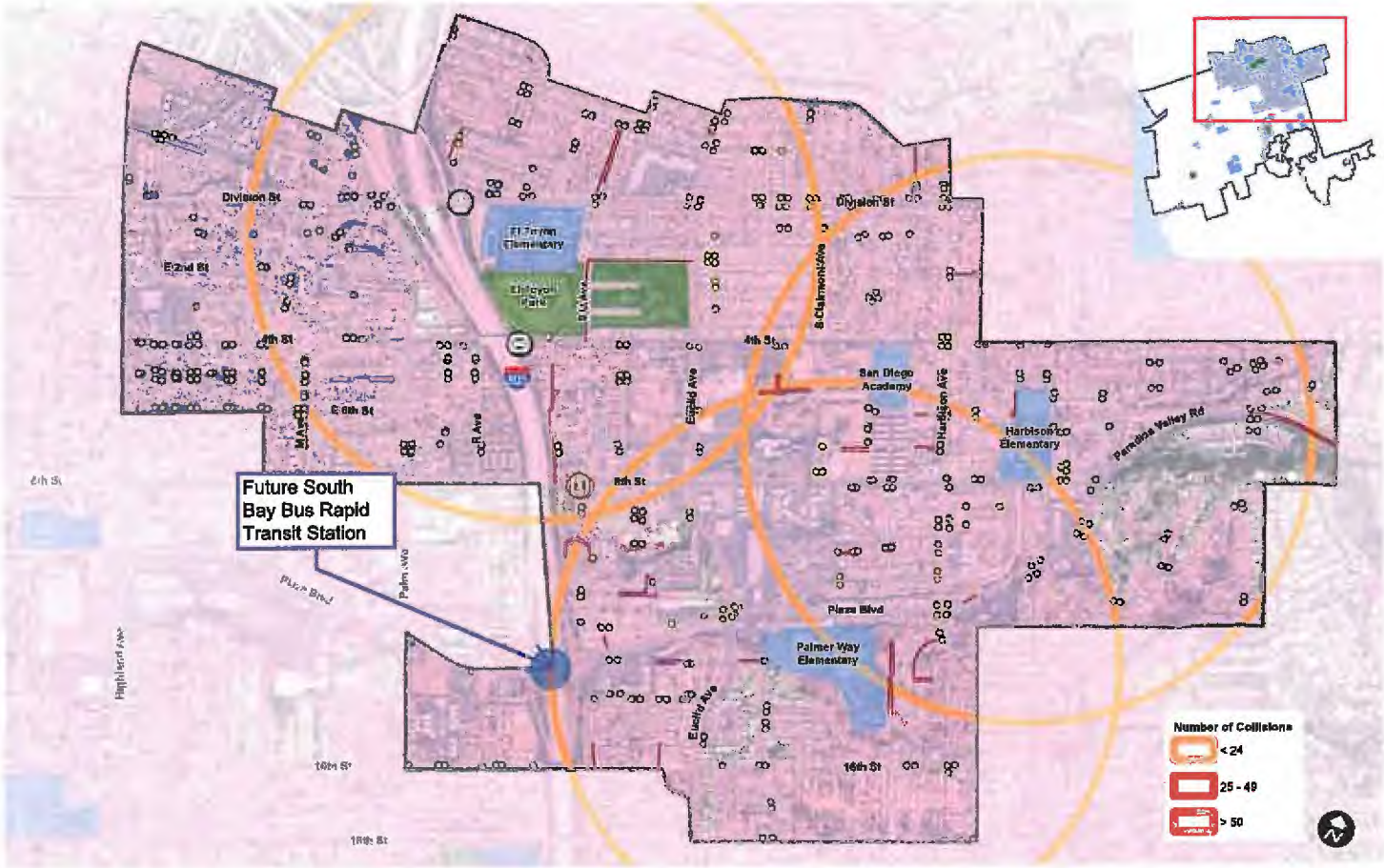
## SRTS Recommendations



## SRTS Improvements



# National City SRTS Pedestrian Enhancements Preliminary Assessment



## El Toyon Community

School	Total Collisions	Bicycle Collisions	Pedestrian Collisions	Fatalities	Injuries
Palmer Way Elementary	23	7	16	2	15
El Toyon Elementary	17	6	11	1	10
Lincoln Acres Elementary	15	8	7	1	11
Ira Harbison Elementary	6	2	4	1	3

\*Collisions Within 10-min (1/2 Mile) Walk Time from Schools



Pedestrian- 38

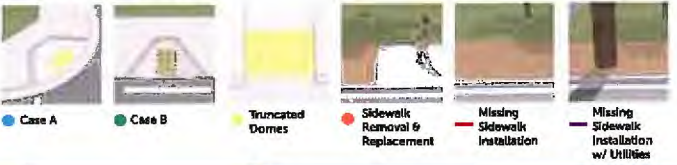


Bicyclist- 23

### SRTS Recommendations



### SRTS Improvements



Walk Time from Schools (1 mile)

**GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY**

**[SELECT APPLICABLE PROGRAM: *TransNet* SMART GROWTH INCENTIVE GRANT PROGRAM OR *TransNet* ACTIVE TRANSPORTATION GRANT PROGRAM]**

**THIRD FUNDING CYCLE**

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND  
[INSERT AGENCY/JURISDICTION NAME]  
REGARDING [INSERT FULL PROJECT TITLE]**

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THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

***Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.***

***Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.***

The following recitals are a substantive part of this Agreement:

***Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.***

**Smart Growth Incentive Program (SGIP) Recitals (A – J):**

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D.** The SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- E.** On December 19, 2014, SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria.

- F. Grantee successfully applied for *TransNet* SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

***Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the TransNet MPO ID required to complete Recital G, below.***

- G. Grantee's Project is funded with [insert dollar amount] in *TransNet* SGIP funds and the *TransNet* MPO ID for the Project is [insert ID number].
- H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- J. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

**Active Transportation Grant Program (ATGP) Recitals (A – L):**

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.
- C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.
- D. Together the *TransNet* BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).
- E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- F. The SANDAG Board of Directors approved programming of approximately \$3 million in both *TransNet* and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.

- H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

***Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.***

- I. Grantee's Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in TransNet BPNSP funds and [insert dollar amount] in TDA funds, and the TransNet MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].
- J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- K. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- L. Grantee understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

**I. DEFINITIONS**

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

***Note to Grant Recipient: Only the applicable grant program will be referenced here.***

**Note to SANDAG Contracts Staff: Choose the appropriate program here.**

- D. [SGIP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the SGIP.] OR **[ATGP Funds and Funding.** Funding from the *TransNet* BPNP and TDA Article 3 funds.]
- E. Grantee.** The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.
- F. Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a Notice to Proceed.
- G. Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

## **II. PROJECT IMPLEMENTATION**

- A. General.** The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee's representations in the Application during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing.

SANDAG will then determine whether the Project is still consistent with the overall objectives of the [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] Funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.

7. **Media and Community Outreach Coordination.** The Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of *TransNet* Funded Facilities.** Each capital project in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

- C. Notice Regarding Prevailing Wages.** SANDAG's [SGIP or ATGP] Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over three thousand dollars (\$3,000) on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.
  2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.
  2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a

written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

- G. **No SANDAG Obligations to Third-Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.
- H. **Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.
- I. **Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

### III. ETHICS

- A. **Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with [SGIP or ATGP] Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective

positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by [SGIP or ATGP] Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.
2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

- B. SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its [SGIP or ATGP] Funding application for the Project.
- D. False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

#### IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$ [REDACTED], or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is [REDACTED] percent ([REDACTED] %). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

#### V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. **Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. **Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
- C. **Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

#### VI. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

## **VII. PAYMENTS**

- A. Grantee's Request for Payment When Matching Funds Are Required.** The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:
1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
  2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.
- B. Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.
- C. Eligible Costs.** The Grantee agrees that Project costs eligible for [SGIP or ATGP] Funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:
1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
  2. Necessary in order to accomplish the Project.
  3. Reasonable for the goods or services purchased.
  4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income).
  5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.

6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for [*TransNet* or *TransNet* and TDA] Funding as part of the [SGIP or ATGP].
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

**D. Excluded Costs**

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude:
  - a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
  - b. Any cost that is not included in the latest Approved Project Budget;
  - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
  - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
  - a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
  - b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.

- c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
  - d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
- E. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the [SGIP or ATGP] Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of [SGIP or ATGP] Funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

## VIII. ACCOUNTING RECORDS

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.
- B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

## **IX. REPORTING, RECORD RETENTION, AND ACCESS**

- A. Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
- B. Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.
- D. Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.
- G. Communities Served Data and Report.** If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data.
- X. Project Completion, Audit, Settlement, and Closeout**
- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

**B. Project Audit.**

***Note to Grant Recipient: Only the applicable sections will be included.***

***Note to SANDAG Contracts Staff: Please choose the appropriate:***

**For TransNet-funded projects:**

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

**For TDA-funded projects:**

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

- C. Performance Audit.** The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] Funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.
- E. Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

**XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE**

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.

- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of [SGIP or ATGP] Funding for the Project.
- D. In general, termination of [SGIP or ATGP] Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused [SGIP or ATGP] Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of [SGIP or ATGP] Funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

## **XII. CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this Section 12 in each subagreement, lease, third party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

- A. **Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.
- B. **Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### **XIII. OWNERSHIP OF WORK PRODUCT**

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

### **XIV. DISPUTES AND VENUE**

- A. Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:
1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
  2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.

- C. Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

## **XV. ASSIGNMENT**

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

## **XVI. INSURANCE**

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
  2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E.** Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty

(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

#### **XVII. INDEMNIFICATION AND HOLD HARMLESS**

- A. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

#### **XVIII. INDEPENDENT CONTRACTOR**

- A. **Status of Grantee.** Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.
- B. **Actions on behalf of SANDAG.** Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

## **XIX. SEVERABILITY AND INTEGRATION**

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

## **XX. PROJECT MANAGER**

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG.

## **XXI. NOTICE**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101  
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:  
[LOCAL AGENCY NAME]  
[LOCAL AGENCY ADDRESS]  
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

***Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG "wet" signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.***

## XXII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

[INSERT JURISDICTION]

\_\_\_\_\_  
**GARY L. GALLEGOS OR DESIGNEE**  
**Executive Director**

\_\_\_\_\_  
[Full Name]  
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
**Office of General Counsel**

\_\_\_\_\_  
[Full Name]  
[Title]

## ATTACHMENT A

### SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

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#### **Project Location**

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

#### **Project Description**

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

**(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)**

TransNet MPO ID NO. \_\_\_\_\_



## **COMPETITIVE GRANT PROGRAM PROCEDURES**

### **Applicability and Purpose of Policy**

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

### **Procedures**

#### **1. Project Milestone and Completion Deadlines**

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

## 2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

### 3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

### 4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

DRAFT

## ATTACHMENT C

### PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

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#### Capital Grants

**1. Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

**2. Baseline Data Collection:** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees' budgets.

Grantees should plan to budget five thousand dollars (\$5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at [Christine.Eary@sandag.org](mailto:Christine.Eary@sandag.org), or (619) 699-6928.

**3. Design Development and Community Meetings:** Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

**4. Plan Review:** Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

**5. Quarterly Reports and Invoices:** Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

**6. Media and Community Outreach Coordination:** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

**7. Photo Documentation:** Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**8. Project Signage:** Each project or program in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

**9. Performance Monitoring:** SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

## **Planning and Non-Capital Grants**

**1. Contact information.** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

**2. Request for Proposals and Consultant Selection.** Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

**3. Quarterly Reports.** Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

**4. Stakeholder and Community Meetings.** Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

**5. Media and Community Outreach Coordination.** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

**6. Photo Documentation.** Grantees are responsible for the following photo documentation:

- Existing conditions photos, which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
- Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**ATTACHMENT D**  
**QUARTERLY REPORT AND INVOICE FORMS**

***TransNet Smart Growth Incentive Program and  
TransNet/TDA Active Transportation Grant Program***  
**Quarterly Report**

---

**Report Submittal Date:** [Insert]

**Reporting Period:** [Insert - Example: FY 2014, Quarter 1]

---

**PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD**

**1. Work Accomplished This Reporting Period**

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 - Award Consultant Contract: Issued RFP and convened a selection panel of 5 members from the City, MTS, NTCD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 - Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 - Etc.
- Task 4 - Etc.

**2. Deliverables Produced This Reporting Period**

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP – Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes – Submitted with this report. Please see accompanying list of attachments.

**3. Is there an accompanying invoice for this period?**

[INSTRUCTIONS: Indicate YES or NO.]

#### 4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

#### 5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: <https://sandag.wetransfer.com/>

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

### PART 2: SCHEDULE AND TASK STATUS

Task	Scheduled Start Date (Per Grant Scope of Work)	Scheduled Completion Date (Per Grant Scope of Work)	Status	Timing	Anticipated Start Date (If Different from Grant Scope of Work)	Anticipated Completion (If Different from Grant Scope of Work)
NTP Date						
Task 1	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 2: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 3: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]

### **PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS**

#### **Challenges and Actions Toward Resolution (If applicable)**

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

☐ No amendment requested at this time

☐ Amendment requested to\*:

☐ Project Schedule

☐ Project Budget

☐ Scope of Work

*\*Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG's approval. It is the Grantee's responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.*

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### **PART 4: PROJECT STATUS REPORT SIGNATURE**

**Prepared by**

\_\_\_\_\_  
Project Manager

**Date:** \_\_\_\_\_

---

## INVOICE INSTRUCTIONS

### Step 1: Complete the Quarterly Progress Report.

Reimbursements cannot be made without a completed Quarterly Progress Report.

### Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs.

Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant.

Staff Costs should be supported by certified payroll documentation.

Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either a copy of the check provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.

Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.

Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.

Clearly identify (i.e., highlight or circle) all grant-related expenses on documents that include non-related costs.

### Step 3: Complete the Expense Summary.

Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.

Confirm that you have the adequate documentation.

Break down each cost by task. This will help with the next step to complete the invoice statement.

Double check and make sure all sub-totals have been calculated correctly.

### Step 4: Complete the Invoice Statement.

Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.

Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

### Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at:

**[sgatgrants@sandag.org](mailto:sgatgrants@sandag.org)**

Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.

Sign and scan the invoice statement. Submit it in PDF form.

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

**Files in excess of 6MB should be submitted via:**

**<https://sandag.wetransfer.com>**

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**PART 1: STAFF COSTS**

Personnel	Time Period	Hours	Hourly Rate	Amount	Documentation Attached?
Staff Person A	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO
Staff Person B	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO
Staff Person C	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

**PART 2: CONSULTANT/CONTRACTOR COSTS**

Consultant/Contractor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Consultant XYZ	1	1/1/2014	Professional services for the month of January 2014	\$ 10,000.00	YES/NO
Consultant XYZ	2	2/1/2014	Professional services for the month of February 2014	\$ 10,000.00	YES/NO
Consultant XYZ	3	3/1/2014	Professional services for the month of March 2014	\$ 10,000.00	YES/NO
Outreach Organization ABC	1	3/1/2014	Outreach from January 2014 to March 2014	\$ 10,000.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

**PART 3: OTHER COSTS**

Vendor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Vendor A	1	1/1/2014	Printing costs for January 2014	\$ 100.00	YES/NO
Vendor B	1	2/1/2014	News Announcement for February 2014 Workshop	\$ 100.00	YES/NO
Vendor C	1	2/28/2014	Snacks for February 2014 Workshop	\$ 100.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

# TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: **SUCHI MUKHERJEE** Project Name: [PROJECT NAME]  
**SANDAG** Contract Number: 500XXX  
 401 B Street, Suite 800  
 San Diego, CA 92101-4231

From: **Name** Grant Invoice Number: #  
**Address** Billing Period: FROM TO  
 Invoice Date: DATE

Grant Award: \$0.00  
 Balance Remaining: \$0.00

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent
	Reimbursed to Date	Match to Date	Total to Date	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice
1 RFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Existing Conditions Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Draft Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Final Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							<b>Total Current Expenditures:</b>		\$0.00
							<b>Total Amount Due this Invoice:</b>		\$0.00
							<b>Less 10% Retention:</b>		\$0.00
							<b>Match % Met to Date:</b>		#DIV/0!

Total Project Budget (Grant + Match)	
Task 1	\$0.00
Task 2	\$0.00
Task 3	\$0.00
Task 4	\$0.00
Task 5	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>
<b>SANDAG Grant:</b>	\$0.00
<b>Match:</b>	\$0.00
<b>SANDAG Contribution %</b>	#DIV/0!
<b>Required Match %</b>	#DIV/0!

**CERTIFICATION OF GRANTEE**

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

**Signature****Printed Name and Title****Date**

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The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Euclid Avenue Bicycle and Pedes

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project in the amount of \$3,335,000; 2) committing to a local match of \$200,000; 3) accepting the terms of the Grant Agreement; and 4) authorizing the City Manager to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG, if selected for grant award.

**PREPARED BY:** Jose Lopez

**PHONE:** 336-4312

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

Finance

**APPROVED:** \_\_\_\_\_

MIS

If grant funds are awarded, staff will return to City Council to appropriate funds.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Conceptual Exhibit
2. Sample Grant Agreement
3. Resolution

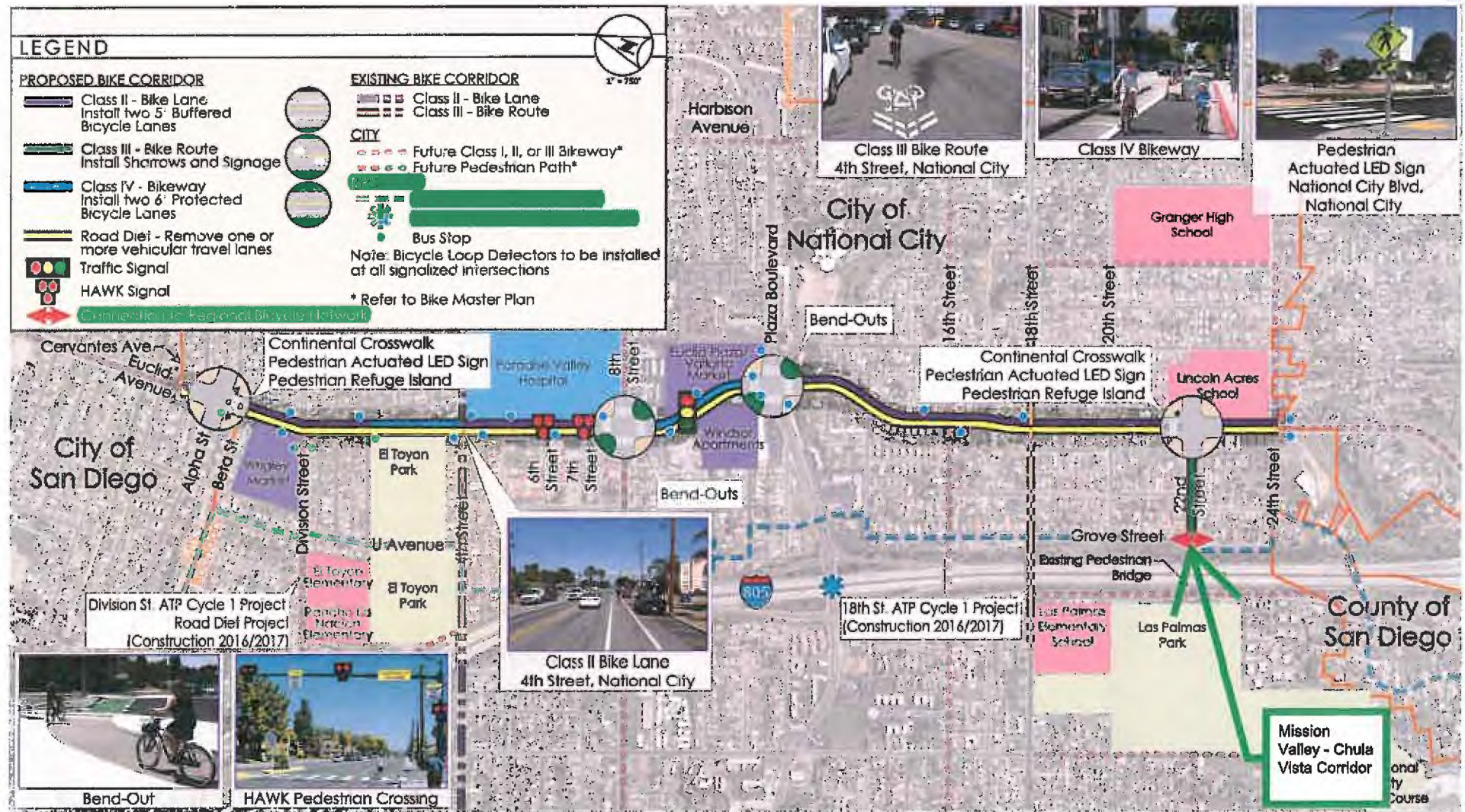
## **EXPLANATION**

The project will construct nearly two miles of traffic calming, bicycle and pedestrian enhancements on Euclid Avenue from the northern City limits at Cervantes Avenue south to E. 24<sup>th</sup> Street. Project improvements include traffic calming through road diets, curb extensions, median refuge islands, Class II buffered bicycle lanes, Class III bicycle routes, Class IV bikeways with bend-outs, high visibility crosswalks, pedestrian actuated LED-enhanced crosswalk signs, two High-Intensity Activated crosswalks (HAWKs) located near Paradise Valley Hospital, and a new traffic signal at the entrance to Euclid Plaza (Vallarta Supermarket) and Windsor Heights Apartments.

Staff recommends that City Council take the following actions: 1) authorize the filing of an application for Active Transportation Grant Program (ATGP) funds through the San Diego Association of Governments (SANDAG) for the Euclid Avenue Bicycle and Pedestrian Enhancements Project in the amount of \$3,335,000; 2) committing to a local match of \$200,000; 3) accepting the terms of the Grant Agreement; and 4) authorizing the City Manager to accept the *TransNet* ATGP funds and execute a grant agreement with SANDAG, if selected for grant award.

It shall be noted that the Grant Agreement contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a "hold harmless" provision, staff has determined that risk to the City is minimal since SANDAG's involvement in this grant-funded project is limited to accounting processes and financial audits.

## Project Improvement Map



## Euclid Avenue Bicycle and Pedestrian Enhancements



**GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY**

**[SELECT APPLICABLE PROGRAM: *TransNet* SMART GROWTH INCENTIVE GRANT PROGRAM OR *TransNet* ACTIVE TRANSPORTATION GRANT PROGRAM]**

**THIRD FUNDING CYCLE**

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND  
[INSERT AGENCY/JURISDICTION NAME]  
REGARDING [INSERT FULL PROJECT TITLE]**

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THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

***Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.***

***Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.***

The following recitals are a substantive part of this Agreement:

***Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.***

**Smart Growth Incentive Program (SGIP) Recitals (A – J):**

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 35, which includes multiple "use it or lose it" provisions.
- D.** The SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- E.** On December 19, 2014, SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria.

- F. Grantee successfully applied for *TransNet* SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

***Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the TransNet MPO ID required to complete Recital G, below.***

- G. Grantee's Project is funded with [insert dollar amount] in *TransNet* SGIP funds and the *TransNet* MPO ID for the Project is [insert ID number].
- H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- J. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

**Active Transportation Grant Program (ATGP) Recitals (A – L):**

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.
- C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.
- D. Together the *TransNet* BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).
- E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- F. The SANDAG Board of Directors approved programming of approximately \$3 million in both *TransNet* and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.

- H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

***Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.***

- I. Grantee's Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in TransNet BPNSP funds and [insert dollar amount] in TDA funds, and the TransNet MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].
- J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- K. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- L. Grantee understands that TransNet funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

**I. DEFINITIONS**

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

***Note to Grant Recipient: Only the applicable grant program will be referenced here.***

**Note to SANDAG Contracts Staff: Choose the appropriate program here.**

- D. **[SGIP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the SGIP.]  
OR **[ATGP Funds and Funding.** Funding from the *TransNet* BPNP and TDA Article 3 funds.]
- E. **Grantee.** The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.
- F. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a Notice to Proceed.
- G. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

## II. PROJECT IMPLEMENTATION

### A. **General.** The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee's representations in the Application during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing.

SANDAG will then determine whether the Project is still consistent with the overall objectives of the [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] Funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.

7. **Media and Community Outreach Coordination.** The Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of TransNet Funded Facilities.** Each capital project in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

- C. Notice Regarding Prevailing Wages.** SANDAG's [SGIP or ATGP] Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over three thousand dollars (\$3,000) on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.
  2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.
  2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a

written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

**G. No SANDAG Obligations to Third-Parties.** In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.

**H. Changes in Project Performance.** The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.

**I. Standard of Care.** The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

### **III. ETHICS**

**A. Grantee Code of Conduct/Standards of Conduct.** The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with [SGIP or ATGP] Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective

positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by [SGIP or ATGP] Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.
2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

- B. SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its [SGIP or ATGP] Funding application for the Project.
- D. False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

#### IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$ \_\_\_\_\_, or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is \_\_\_\_\_ percent (\_\_\_\_%). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

#### V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. **Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. **Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
- C. **Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

#### VI. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

## **VII. PAYMENTS**

**A. Grantee's Request for Payment When Matching Funds Are Required.** The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:

1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.

**B. Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.

**C. Eligible Costs.** The Grantee agrees that Project costs eligible for [SGIP or ATGP] Funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income).
5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.

6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for [*TransNet* or *TransNet* and TDA] Funding as part of the [SGIP or ATGP].
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

**D. Excluded Costs**

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude:
  - a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
  - b. Any cost that is not included in the latest Approved Project Budget;
  - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
  - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
  - a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
  - b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.

- c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
  - d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
- E. The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the [SGIP or ATGP] Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of [SGIP or ATGP] Funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

#### **VIII. ACCOUNTING RECORDS**

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.
- B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

## **IX. REPORTING, RECORD RETENTION, AND ACCESS**

- A. Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
- B. Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
- C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.
- D. Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
- E. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.
- G. Communities Served Data and Report.** If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data.
- X. Project Completion, Audit, Settlement, and Closeout**
- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

**B. Project Audit.**

***Note to Grant Recipient: Only the applicable sections will be included.***

***Note to SANDAG Contracts Staff: Please choose the appropriate:***

**For TransNet-funded projects:**

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

**For TDA-funded projects:**

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

- C. Performance Audit.** The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] Funding payment and/or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.
- E. Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

**XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE**

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.

- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of [SGIP or ATGP] Funding for the Project.
- D. In general, termination of [SGIP or ATGP] Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused [SGIP or ATGP] Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of [SGIP or ATGP] Funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

## **XII. CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this Section 12 in each subagreement, lease, third party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

- A. **Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.
- B. **Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### **XIII. OWNERSHIP OF WORK PRODUCT**

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

### **XIV. DISPUTES AND VENUE**

- A. Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:
1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
  2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.

- C. **Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

#### **XV. ASSIGNMENT**

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

#### **XVI. INSURANCE**

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. **Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
  2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E. Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty

(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

#### **XVII. INDEMNIFICATION AND HOLD HARMLESS**

- A. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

#### **XVIII. INDEPENDENT CONTRACTOR**

- A. **Status of Grantee.** Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.
- B. **Actions on behalf of SANDAG.** Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

## **XIX. SEVERABILITY AND INTEGRATION**

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

## **XX. PROJECT MANAGER**

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG.

## **XXI. NOTICE**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101  
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:  
[LOCAL AGENCY NAME]  
[LOCAL AGENCY ADDRESS]  
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

***Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG "wet" signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.***

## XXII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

[INSERT JURISDICTION]

\_\_\_\_\_  
GARY L. GALLEGOS OR DESIGNEE  
Executive Director

\_\_\_\_\_  
[Full Name]  
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
[Full Name]  
[Title]

## ATTACHMENT A

### SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

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#### **Project Location**

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

#### **Project Description**

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

**(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)**

TransNet MPO ID NO. \_\_\_\_\_

## ATTACHMENT B



BOARD POLICY NO. **035**

### COMPETITIVE GRANT PROGRAM PROCEDURES

#### Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

#### Procedures

##### 1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

## 2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

### 3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

### 4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

DRAFT

## ATTACHMENT C

### PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

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#### Capital Grants

**1. Contact Information:** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

**2. Baseline Data Collection:** Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11 a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees' budgets.

Grantees should plan to budget five thousand dollars (\$5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at [Christine.Eary@sandag.org](mailto:Christine.Eary@sandag.org), or (619) 699-6928.

**3. Design Development and Community Meetings:** Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

**4. Plan Review:** Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

**5. Quarterly Reports and Invoices:** Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

**6. Media and Community Outreach Coordination:** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

**7. Photo Documentation:** Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**8. Project Signage:** Each project or program in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

**9. Performance Monitoring:** SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

## **Planning and Non-Capital Grants**

**1. Contact Information.** Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

**2. Request for Proposals and Consultant Selection.** Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

**3. Quarterly Reports.** Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

**4. Stakeholder and Community Meetings.** Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

**5. Media and Community Outreach Coordination.** Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

**6. Photo Documentation.** Grantees are responsible for the following photo documentation:

- Existing conditions photos, which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
- Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**ATTACHMENT D**  
**QUARTERLY REPORT AND INVOICE FORMS**

***TransNet Smart Growth Incentive Program and  
TransNet/TDA Active Transportation Grant Program***  
**Quarterly Report**

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**Report Submittal Date:** [Insert]

**Reporting Period:** [Insert - Example: FY 2014, Quarter 1]

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**PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD**

**1. Work Accomplished This Reporting Period**

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 - Award Consultant Contract: Issued RFP and convened a selection panel of 5 members from the City, MTS, NTCD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 - Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 - Etc.
- Task 4 - Etc.

**2. Deliverables Produced This Reporting Period**

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP - Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes - Submitted with this report. Please see accompanying list of attachments.

**3. Is there an accompanying invoice for this period?**

[INSTRUCTIONS: Indicate YES or NO.]

#### 4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

#### 5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: <https://sandag.wetransfer.com/>

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

### PART 2: SCHEDULE AND TASK STATUS

Task	Scheduled Start Date (Per Grant Scope of Work)	Scheduled Completion Date (Per Grant Scope of Work)	Status	Timing	Anticipated Start Date (If Different from Grant Scope of Work)	Anticipated Completion (If Different from Grant Scope of Work)
NTP Date						
Task 1	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 2: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]
Task 3: Policy No. 035 Milestone	[mm/dd/yy]	[mm/dd/yy]	[In Progress/ Completed/ Not Started]	[On Time/ Delayed]	[mm/dd/yy]	[mm/dd/yy]

### **PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS**

#### **Challenges and Actions Toward Resolution (If applicable)**

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

☐ No amendment requested at this time

☐ Amendment requested to\*:

☐ Project Schedule

☐ Project Budget

☐ Scope of Work

*\*Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG's approval. It is the Grantee's responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.*

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### **PART 4: PROJECT STATUS REPORT SIGNATURE**

**Prepared by** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Project Manager

## INVOICE INSTRUCTIONS

### Step 1: Complete the Quarterly Progress Report.

Reimbursements cannot be made without a completed Quarterly Progress Report.

### Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs.

Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant.

Staff Costs should be supported by certified payroll documentation.

Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either a copy of the check provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.

Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.

Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.

Clearly identify (i.e., highlight or circle) all grant-related expenses on documents that include non-related costs.

### Step 3: Complete the Expense Summary.

Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.

Confirm that you have the adequate documentation.

Break down each cost by task. This will help with the next step to complete the invoice statement.

Double check and make sure all sub-totals have been calculated correctly.

### Step 4: Complete the Invoice Statement.

Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.

Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

### Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at:

**[sgatgrants@sandag.org](mailto:sgatgrants@sandag.org)**

Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.

Sign and scan the invoice statement. Submit it in PDF form.

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

**Files in excess of 6MB should be submitted via:**

**<https://sandag.wetransfer.com>**

DRAFT

**PART 1: STAFF COSTS**

Personnel	Time Period	Hours	Hourly Rate	Amount	Documentation Attached?
Staff Person A	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO
Staff Person B	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO
Staff Person C	mm/dd/yy to mm/dd/yy	10	\$ 100.00	\$ 1,000.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

**PART 2: CONSULTANT/CONTRACTOR COSTS**

Consultant/Contractor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Consultant XYZ	1	1/1/2014	Professional services for the month of January 2014	\$ 10,000.00	YES/NO
Consultant XYZ	2	2/1/2014	Professional services for the month of February 2014	\$ 10,000.00	YES/NO
Consultant XYZ	3	3/1/2014	Professional services for the month of March 2014	\$ 10,000.00	YES/NO
Outreach Organization ABC	1	3/1/2014	Outreach from January 2014 to March 2014	\$ 10,000.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

**PART 3: OTHER COSTS**

Vendor	Invoice No.	Invoice Date	Description of Costs	Amount	Documentation Attached?
Vendor A	1	1/1/2014	Printing costs for January 2014	\$ 100.00	YES/NO
Vendor B	1	2/1/2014	News Announcement for February 2014 Workshop	\$ 100.00	YES/NO
Vendor C	1	2/28/2014	Snacks for February 2014 Workshop	\$ 100.00	YES/NO

[INSERT ADDITIONAL LINES AS NEEDED]

# TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: **SUCHI MUKHERJEE**  
**SANDAG**  
 401 B Street, Suite 800  
 San Diego, CA 92101-4231

Project Name: [PROJECT NAME]  
 Contract Number: 500XXX

From: Name  
 Address

Grant Invoice Number: #

Billing Period: FROM

Invoice Date: DATE

TO

Grant Award: \$0.00

Balance Remaining \$0.00

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent
	Reimbursed to Date	Match to Date	Total to Date	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice
1 RFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Existing Conditions Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Draft Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Final Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Current Expenditures: \$0.00  
 Total Amount Due this Invoice: \$0.00  
 Less 10% Retention: \$0.00  
 Match % Met to Date: #DIV/0!

Total Project Budget (Grant + Match)	
Task 1	\$0.00
Task 2	\$0.00
Task 3	\$0.00
Task 4	\$0.00
Task 5	\$0.00
TOTAL	\$0.00
SANDAG Grant:	\$0.00
Match:	\$0.00
SANDAG Contribution %	#DIV/0!
Required Match %	#DIV/0!

**CERTIFICATION OF GRANTEE**

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

**Signature****Printed Name and Title****Date**

DRAFT

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to enter into an agreement with the Coast Community College District (Golden West College) to provide training services. The training program to be provided is the Public S

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to enter into an agreement with the Coast Community College District (Golden West College) to provide training services. The training program to be provided is the Public Safety Dispatch Supervisor Course. The cost of the training will be \$ 395 per student for up to four students for a total cost of \$1,580 for an 80-hour course.

**PREPARED BY:** Greg Seward, Lieutenant

**DEPARTMENT:** Police

**PHONE:** (619) 336-4538

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The National City Police Department is required by Police Officer Standards and Training (P.O.S.T.) guidelines to send Dispatch Supervisors to an 80 hour Public Safety Dispatch Supervisors Course. The nearest P.O.S.T approved course is at Golden West College in Costa Mesa. The college requires a standard agreement be signed for personnel to attend their Public Safety Dispatch Supervisor Course.

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Ralento Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

001-411-136-226-0000 (P.O.S.T Reimbursable Training, Travel & Subsistence) – up to \$1,580

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Approve the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Agreement between the City of National City and the Coast Community College District

**COAST COMMUNITY COLLEGE DISTRICT**  
**Agreement for Contracted Education Services**

This Agreement for Contracted Education Services ("AGREEMENT") is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Golden West College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and the CITY OF NATIONAL CITY hereinafter, "AGENCY". DISTRICT and AGENCY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Training and Consultation Services to serve community needs; and

WHEREAS, AGENCY desires to contract with the DISTRICT for Training and/or training services as identified herein.

DISTRICT and AGENCY agree as follows:

1. The term of this AGREEMENT shall be from October 12, 2016 through June 30, 2019, inclusive.
2. The training program to be offered is Public Safety Dispatcher, Supervisory Course.
3. A COPY of the flyer is attached. The program should have a total of 80 hours of training and/or training will be provided to a maximum of 35 participants. DISTRICT may offer up to one programs of Training during the term of this agreement.
3. The services will be conducted at: Golden West College Criminal Justice Training Center
4. Participants successfully completing the program will receive 0 units of college credit in accordance with policies of the DISTRICT Board of Trustees.
5. AGENCY agrees to pay the DISTRICT the sum of Three hundred and Ninety Five Dollars per participant for training services and instructional material provided under this agreement. AGENCY agrees that DISTRICT may, from time to time, during the term of this agreement, amend the per participant rate for training services and instructional material. During the course of the AGREEMENT, AGENCY may request additional classes by contacting the DISTRICT administrative liaison (designated in paragraph number seven).
6. AGENCY shall pay for each program participant's participation in the training prior to such training commencing, and regardless of whether such participants complete the full program. AGENCY shall pay by agency check or credit card. Payment can be submitted prior to the start of the class but no later than the first day of instruction.
7. DISTRICT and AGENCY will provide an administrative liaison to the other in

the performance of this AGREEMENT. The administrative contact for DISTRICT will be Suzanne Rosas, Program Coordinator, ( 714) 895-8925.

The administrative contact for AGENCY will. *The administrative contact for AGENCY will be Nancy Nagle at (619) 336-4488.*

8. The PARTIES agree that they will not unlawfully discriminate in the selection of any participant to receive training pursuant to this AGREEMENT because of that participant's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, veteran status, genetic information, and/ or medical condition.

9. AGENCY will make whatever special arrangement is necessary to account for participant/employee time spent in Training should AGENCY policy require more than a noticed review of DISTRICT attendance records.

10. AGENCY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of AGENCY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless AGENCY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees.

11. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

12. The DISTRICT personnel assigned to develop coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to AGENCY.

13. AGENCY shall, no less than forty-eight hours in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the educational services agreed upon by AGENCY and DISTRICT.

14. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus:

\_\_\_\_\_  
\_\_\_\_\_

Suzanne Rosas/Criminal Justice Training Center  
Golden West College  
15744 Goldenwest Street  
Huntington Beach CA, 92647-0748

With a copy to:

Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
Attn: Risk Services

To AGENCY:

Manuel Rodriguez, Chief of Police  
NATIONAL CITY POLICE DEPARTMENT  
1200 National City Blvd.  
National City, CA 91950

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

15. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

**AGENCY**

**COAST COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

*Ron Morrison*

\_\_\_\_\_  
Typed Name

*Mayor*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chancellor, or President, Board of Trustees

\_\_\_\_\_  
Date

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Sustainable Transportation Planning Grant Program funds through the California Department of Transportation (Caltrans) for National City's INTRA-C

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) authorizing the filing of an application for Sustainable Transportation Planning Grant Program funds through the California Department of Transportation (Caltrans) for National City's INTRA-Connect project (Integrating Neighborhoods with Transportation Routes for All) in the amount of \$230,000; 2) committing to a local match of \$70,000; and 3) authorizing the City Manager to execute the grant agreement with Caltrans, if selected for grant award.

**PREPARED BY:** Stephen Manganiello

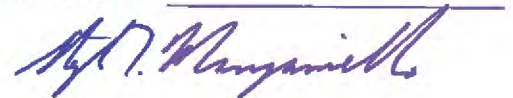
**DEPARTMENT:** Engineering/Public Works

**PHONE:** 336-4382

**APPROVED BY:**

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

If grant funds are awarded, staff will return to City Council to appropriate funds.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the filing of an application for Sustainable Transportation Planning Grant Program funds through Caltrans for National City's INTRA-Connect project in the amount of \$230,000.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Resolution

## **EXPLANATION**

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans') Mission to, "Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability." The program focuses on supporting projects that demonstrate the ability to achieve the following transportation planning goals:

1. **Improve Multimodal Mobility and Accessibility for All People:** Expand the system and enhance modal choices and connectivity to meet the State's future transportation demands.
2. **Preserve the Multimodal Transportation System:** Maintain, manage, and efficiently utilize California's existing transportation system.
3. **Support a Vibrant Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
4. **Improve Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.
5. **Foster Livable and Healthy Communities and Promote Social Equity:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
6. **Practice Environmental Stewardship:** Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

Staff seeks City Council authorization to file an application for Sustainable Transportation Planning Grant Program funds through Caltrans for National City's INTRA-Connect project (Integrating Neighborhoods with Transportation Routes for All) in the amount of \$230,000.

The INTRA-Connect project expands upon National City's SMART Foundation Plan (Safe Multi-modal Accessible Routes To...transit, schools, parks, shops, services and recreation), which identified infrastructure enhancements to encourage multi-modal transportation in National City, by taking a comprehensive and integrated look at Smart Growth Planning, Smart Mobility and Smart Parking elements. This strategic approach will further support infill development as well as localize self-supporting neighborhoods that keep vehicular miles traveled (VMT) down, thereby reducing greenhouse gas (GHG) emissions and VMT, simultaneously.

A central focus of this project will be the concept of 10-minute "walk neighborhoods," 10-minute "drive communities" and 10-minutes to "transit connections." The 10-minute concept will encourage more compact development, enhance transit use, increase

multi-modal transportation, reduce the distance and time people need to travel, and subsequently, reduce GHG emissions.

The project will maximize developable infill opportunities while taking a comprehensive approach to reviewing the City's street classification standards, including an analysis of the current community corridor network, creating additional definitions of sub-categories of street typology for all community corridors, and standardizing transportation amenities and street guidelines.

The final plan will produce a framework of active transportation strategies, overview of street classifications and design standards, refinement of community corridors, development of priority projects including conceptual designs and preliminary cost estimates, identification of infill investment areas, and potential changes in land use and intensity.

Staff has partnered with Circulate San Diego and KTU+A, through existing on-call contracts, to prepare the application and assist staff with project implementation if grant funds are awarded. The grant does require a local match. Staff recommends committing to a \$70,000 local match, which will result in a \$300,000 project. The local match amount of \$70,000 has already been appropriated through the General Fund and has been programmed for use with these two consultant firms to assist with active transportation planning. Therefore, we would simply be leveraging these efforts towards the grant.

Staff also recommends authorizing the City Manager to execute the grant agreement with Caltrans, if selected for grant award, to expedite Caltrans' ability to issue a Notice to Proceed.

If grant funds are awarded, staff will return to City Council to request appropriation of the grant funds and provide a timeline for the project, including community outreach efforts.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving revisions to the City of National City Workplace Violence and Security Policy. (Human Resources)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving revisions to the City of National City Workplace Violence and Security Policy.

**PREPARED BY:** Stacey Stevenson

**PHONE:** 336-4308

**DEPARTMENT:** Human Resources

**APPROVED BY:**



**EXPLANATION:**

The Human Resources Department engaged the services of an attorney subject matter expert in the area of labor relations to assist in reviewing and updating the City's various labor relations policies and procedures for the purpose of ensuring that all such documents are in compliance with current Federal, State and local laws. The proposed revisions to the Workplace Violence and Security Policy are the result of said review.

The current policy was adopted by City Council Resolution on February 4, 1997. The City's formally recognized collective bargaining groups were notified of the proposed revisions. The revisions were met and conferred upon as requested by the collective bargaining groups.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

There is no fiscal impact associated with this item.

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution approving revisions to the City of National City Workplace Violence and Security Policy.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Workplace Violence and Security Policy – Original
2. Workplace Violence and Security Policy – Strike Out (Edited) Version
3. Workplace Violence and Security Policy – Revised



## City of National City

# WORKPLACE VIOLENCE AND SECURITY POLICY

## I. POLICY STATEMENT

It is the policy of the City of National City that every employee is entitled to work in a safe environment. To this end, violence or the threat of violence in the workplace will not be tolerated in any form. It is inappropriate to use violence or threats of violence in an attempt to intimidate, prevent work from being completed or in any way interfere with the maintenance of a safe work place. To this end, the City Council adopts the following policy.

Employees are expected to conduct themselves in accordance with the Personnel Rules and Regulations of the City. The City recognizes that individuals may experience difficulties related to their work, their relationships with co-workers, supervisors, superintendents, managers or members of the public. The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any personal difficulties that may arise. When such difficulties are known, departments should inform affected employee(s) of the services provided by the EAP.

1. No employee of the City shall threaten or commit an act of violence toward another employee, the public or property of the City. The City has a “zero-tolerance” policy for any act or threat of violence in the workplace.
2. All acts or threats of violence will be reported immediately to a supervisor, superintendent, Department Head, the Risk Manager and/or Personnel Director.
3. All reported acts or threats of violence will be investigated by the department in which the act occurred or, if more than one department is involved, by Personnel.
4. No employee shall bring to the worksite, on their person, or in their belongings or vehicle any non-job related weapon or dangerous material of any type; for example, firearms, knives, or firecrackers.
5. Individuals who commit acts or threats of violence are subject to disciplinary action up to and including termination. Even in the absence of prior progressive disciplinary action, violating this workplace safety program may be caused for dismissal from employment.

6. All employees are responsible for using safe work practices, for following written procedures and policies, and for assisting in maintaining a safe and secure work environment.

## **Definitions**

1. **Workplace Violence:** An intense and extreme behavior used to frighten, intimidate, injure, damage, or destroy another person or property at the place of work. It is usually an expression of anger, and can take the following forms:
  - a. gestures
  - b. innuendo
  - c. intimidation
  - d. physical force
  - e. retaliation
  - f. rough action
  - g. self-prediction of loss of control
  - h. stalking
  - i. fostering strong negative feeling or emotion
  - j. threats
  - k. violation of another's rights, property or sensibilities
2. **Threat:** A direct or implied expression of intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. The following are some examples of behaviors that may be considered threats. Additionally, because intent may not always be disconcerted by co-workers, jokes about physical acts of violence will not be tolerated.
  - verbal threats are voiced descriptions of what the violent person plans to do, or bizarre statements or actions threatening physical harm often stemming from a perceived work injustice; or
  - threatening conduct, such as intimidating others, is showing-off or actually brandishing a weapon or potentially dangerous device, or the obsessions, such as apparently nursing a grudge against a co-worker or supervisor or from frustrated romantic interests.

All individuals have the right to self-expression. However, the City will not tolerate abuse of this right.

## **II. ASSIGNMENT OF RESPONSIBILITY**

### **Management**

All managers, superintendents and supervisors are responsible for ensuring each employee is aware of the policy and complies with this workplace violence prevention program in their work areas.

The City supports a communication system that promotes and encourages a continuous flow of safety, health and security information between management and employees without fear of reprisal. Within the City it is recognized that in order to maintain a safe, healthy and violence-free workplace, there must be open and two-way communication between all employees, supervisors, superintendents and managers on workplace safety, health and security issues.

## **Employee**

Employees are charged with adhering to this City policy against workplace violence.

### **III. COMPLIANCE**

The procedure for ensuring that all employees, including supervisors, superintendents, and managers, comply with work practices that are designed to make the workplace more secure and free of violence, and do not engage in verbal threats or physical actions which create a security hazard for others in the workplace, includes:

1. Informing employees, supervisors, superintendents and managers of the provisions of the Workplace Violence and Security Policy;
2. Evaluating the performance of all employees for compliance with the Workplace Violence and Security measures;
3. Recognizing employees who perform work practices which promote security in the workplace;
4. Providing training and/or counseling to employees whose performance in complying with work practices designed to ensure workplace security is deficient;
5. Disciplining workers for failure to comply with the Workplace Violence and Security Policy and practices up to and including termination.

### **IV. TRAINING**

#### **Procedures**

All employees, including managers, superintendents and supervisors, shall be instructed on general and job-specific workplace security practices by their immediate supervisor.

All new employees and all other employees, for which instruction has not been provided and documented, shall be instructed on this policy, sign an acknowledgement receipt and comply with the policy.

All employees, supervisors, superintendents and managers shall be re-instructed on this policy whenever the City is made aware of a new or previously unrecognized security hazard, violent behavior or other tendencies on the part of the employee that may lead to violence or security problems.

### **V. INCIDENT INVESTIGATION AND REPORTING**

It is the responsibility of the Department Director to report and investigate all threats or acts of violence that occur in their department. The Department Director may designate a manager from within the department to conduct the investigation. The immediate supervisor in the area where the incident occurred should immediately begin an informal investigation into the matter and prepare the written report of the incident to the Department Director.

### **Reporting**

A written report shall be completed immediately an incident of a threat or act of the workplace violence by:

The Employee who the act or threat was committed against and the supervisor/superintendent where the incident took place on a form provided by the Personnel Department.

### **Investigating**

An investigation, in such detail as may be appropriate, shall immediately follow a report of an act of violence. A written summary of the investigation, and a description of the resolution, if any, shall be issued by the investigating officer/Department Head to both the Risk Manager and Personnel Director.

In investigating an act or threat of workplace violence, the investigating officer shall:

1. Review all previous incidents involving violence at the workplace, including threats of violence and verbal abuse;
2. Visit the scene of the incident as soon as possible;
3. Interview the injured and threatened employees and witnesses;
4. Examine the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator;
5. Determine the cause of the incident;
6. Take corrective action to prevent the incident from recurring; and
7. Record the findings and corrective actions taken, to include any disciplinary action taken or proposed



City of National City  
Human Resources Department

## OCCUPATIONAL SAFETY OR SECURITY PROGRAM

### INCIDENT REPORT

This form must be completed by the employee and the supervisor when an incident of violence, safety or security has occurred.

Employee(s) Name(s): \_\_\_\_\_  
Job Title: \_\_\_\_\_ Department: \_\_\_\_\_  
Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m.  
Location of Incident: \_\_\_\_\_

**Person(s) involved and witness(es) to the incident:**

Name: _____	Tel. No. _____	Home/Work/Cell _____
Name: _____	Tel. No. _____	Home/Work/Cell _____
Name: _____	Tel. No. _____	Home/Work/Cell _____

**Description of the Incident:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Describe personal and/or property damage resulting from incident and any injury medical treatment required:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preventable? \_\_\_\_\_ Non-Preventable? \_\_\_\_\_ Safety Equipment Used? ☐ Yes ☐ No

**What actions have been taken with regard to incident?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How could similar incidents be prevented?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



City of National City

## WORKPLACE VIOLENCE AND SECURITY POLICY

### I. POLICY STATEMENT

It is the policy of the City of National City that every employee is entitled to work in a safe environment. Therefore, the District has adopted a “zero tolerance” policy regarding workplace violence. Consistent with this Policy, acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect the City or which occur on City property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City by creating a hostile, abusive, or intimidating work environment for one or several City employees. To this end, violence or the threat of violence in the workplace will not be tolerated in any form. It is inappropriate to use violence or threats of violence in an attempt to intimidate, prevent work from being completed or in any way interfere interfering with the maintenance of a safe work place. To this end, the City Council adopts the following policy.

~~Employees are expected to conduct themselves in accordance with the Personnel Rules and Regulations of the City. The City recognizes that individuals may experience difficulties related to their work, their relationships with co-workers, supervisors, superintendents, managers or members of the public. The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any personal difficulties that may arise. When such difficulties are known, departments should inform affected employee(s) of the services provided by the EAP.~~

1. No employee of the City shall threaten or commit an act of violence toward another employee, member of the public, or property of the City. ~~The City has a “zero-tolerance” policy for any act or threat of violence in the workplace.~~
2. All acts or threats of violence will shall be reported immediately to a supervisor, superintendent, Department Head~~Director~~, the Risk Manager and/or ~~Personnel~~ Human Resources Director.
3. All reported acts or threats of violence will be timely investigated by the ~~department~~ City, in which the act occurred or, if more than one department is involved, by Personnel. Appropriate actions will be taken to prevent further violent conduct or threats of violent conduct from occurring or being repeated.

4. Unless pre-authorized or a condition of employment (i.e. sworn Police personnel), ~~No~~~~no~~ employee shall bring to the worksite or any City property or building, on their person, or in their belongings or vehicle any non-job related weapon or dangerous material of any type; ~~for example, firearms, knives, or firecrackers~~. Job-related weapons or tools that could be deemed a weapon must be authorized by the employee's supervisor.

4-5. This prohibition against workplace violence applies to all persons involved in City operations, including but not limited to City personnel, contract workers, temporary employees, and anyone on City property or conducting City business off City property.

5-6. Individuals who commit acts or threats of violence or otherwise violate the provisions of this policy are subject to disciplinary action up to and including termination. Even in the absence of prior progressive disciplinary action, violating ~~this workplace safety program policy~~ may be cause for dismissal from employment. Other corrective action may include, but is not limited to, referral to law enforcement agencies for illegal or criminal actions and/or the City seeking a workplace violence restraining order on behalf of the affected employee(s).

7. All employees are responsible for using safe work practices, for following written procedures and policies, and for assisting in maintaining a safe and secure work environment.

6-8. The City recognizes that individuals may experience difficulties related to their work, their relationships with co-workers, supervisors, superintendents, managers or members of the public. The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any personal difficulties that may arise. When such difficulties are known, departments should inform affected employee(s) of the services provided by the EAP.

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## **Definitions**

1. **Workplace Violence:** An intense and extreme behavior used to frighten, intimidate, injure, or damage, ~~or destroy~~ another person or property at the place of work. It is usually an expression of anger, and can take the following forms:

- |                   |   |
|-------------------|---|
| a. gestures       | g. self-prediction of loss of control                       |
| b. innuendo       | h. stalking   |
| c. intimidation   | i. fostering strong negative feeling or emotion             |
| d. physical force | j. threats  |
| e. retaliation    | k. violation of another's rights, property or sensibilities |
| f. rough action   |   |

2. **Threat:** A direct or implied expression of intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. ~~Additionally, because intent may not always be perceived by co-workers, jokes about physical acts of violence will not be tolerated. The following are some examples of behaviors that may be considered threats. Additionally, because intent may not always be disconcerted by co-workers, jokes about physical acts of violence will not be tolerated.~~

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- ~~• verbal threats are voiced descriptions of what the violent person plans to do, or bizarre statements or actions threatening physical harm often stemming from a perceived work injustice; or~~
- ~~• threatening conduct, such as intimidating others, is showing off or actually brandishing a weapon or potentially dangerous device, or the obsessions, such as apparently nursing a grudge against a co-worker or supervisor or from frustrated romantic interests.~~

All individuals have the right to self-expression. However, the City will not tolerate abuse of this right.

### Examples

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- a. Striking, punching, slapping, shoving or otherwise physically assaulting another person.
- b. Fighting or challenging another person to a fight, grabbing, pinching or touching another person in an unwanted fashion (whether sexually or otherwise).
- c. Threatening an individual or his or her family, friends, associates, or property with harm in any way, whether verbal, written or physical.
- d. The intentional destruction or threat of destruction of property.
- e. Harassing or threatening phone calls.
- f. Harassing surveillance or stalking.
- g. The suggestion or intimation that violence is appropriate.
- h. Unauthorized possession or inappropriate use of a firearm, knife, explosive or destructive device or other dangerous weapon. This includes individuals that have permits to carry a concealed weapon.
- i. Any intimidating behavior reasonably perceived as a threat, including, but not limited to, yelling, shouting, swearing in anger, throwing things or slamming doors.

## II. RESPONSIBILITIES UNDER THIS POLICY ASSIGNMENT OF RESPONSIBILITY

### Management

All employees in a supervisory role or position shall maintain his or her workplace free from workplace violence or threats of workplace violence. All managers, superintendents and supervisors are responsible for:

- ensuring-Ensuring each employee is aware of the policy and complies with this workplace violence prevention program in their work areas.
- Supervising, evaluating, and documenting employee behavior and performance in conformance with safe work practices.
- Immediately reporting any threats or acts of violence which they have witnessed, received, or have been told that another person has witnessed or received to the Department Head and/or Human Resources, and to the police if the potential for a criminal violation exists.
- Ensuring reception and other appropriate employees are immediately made aware of a potential threat. Taking immediate measures in conjunction with law enforcement and the Human Resources Director to make sure all individuals who pose an immediate threat to the safety of others are removed from the workplace.

The City supports a communication system that promotes and encourages a continuous flow of safety, health and security information between management and employees without fear of reprisal. Within the City it is recognized that in order to maintain a safe, healthy and violence-free workplace, there must be open and two-way communication between all employees, supervisors, superintendents and managers on workplace safety, health and security issues.

### Employee

Employees are charged with adhering to this City policy against workplace violence and are responsible for immediately reporting any threats or acts of violence which they have witnessed or received to their supervisor or Department Director. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public as against City employees in the workplace. All suspicious individuals must be reported to a supervisor, Department Director or law enforcement as soon as possible. Employees who witness acts of criminal behavior or the planning of a criminal act that results or could result in workplace violence are responsible for immediately reporting such acts or planned acts to law enforcement and to their supervisor or Department Director.

## III. COMPLIANCE

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The procedure for ensuring that all employees, including supervisors, superintendents, and managers, comply with work practices that are designed to make the workplace more secure and free of violence, and do not engage in verbal threats or physical actions which create a security hazard for others in the workplace, includes:

1. Informing employees, supervisors, superintendents and managers of the provisions of the Workplace Violence and Security Policy;
2. Evaluating the performance of all employees for compliance with the Workplace Violence and Security measures;
3. Recognizing employees who perform work practices which promote security in the workplace;
4. Providing training and/or counseling to employees whose performance in complying with work practices designed to ensure workplace security is deficient;
5. Disciplining workers for failure to comply with the Workplace Violence and Security Policy and practices up to and including termination.

#### **IV. TRAINING**

##### **Procedures**

All employees, including managers, superintendents and supervisors, shall be instructed on general and job-specific workplace security practices by their immediate supervisor.

All new employees and all other employees, for which instruction has not been provided and documented, shall be instructed on this policy, sign an acknowledgement receipt and comply with the policy.

All employees, supervisors, superintendents and managers shall be re-instructed on this policy whenever the City is made aware of a new or previously unrecognized security hazard, violent behavior or other tendencies on the part of the employee that may lead to violence or security problems.

#### **V. INCIDENT INVESTIGATION AND REPORTING**

~~It is the responsibility of the Department Director to report and investigate all threats or acts of violence that occur in their department. The Department Director may designate a manager from within the department to conduct the investigation. The immediate supervisor in the area where the incident occurred should immediately begin an informal investigation into the matter and prepare the written report of the incident to the Department Director.~~

##### **Reporting**

Any employee who is the victim of any violent or threatening conduct, or who observes such conduct shall report the conduct to his or her immediate supervisor, Department Director, or the Human Resources Director, as well as to law enforcement, if appropriate under the circumstances. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public as against City employees in the workplace. All suspicious individuals or activities must also be reported as soon as possible.

A written report shall be completed immediately-Immediately after an the incident of a threat of or act of the workplace violence by, a written report on a form provided by the Human Resources Department shall be completed by:

The Employee who the act or threat was committed against and the supervisor/superintendent where the incident took place, ~~on a form provided by the Personnel Department.~~

If an employee has been threatened by someone outside the work place and has reason to believe there is a risk of violence in the workplace, the employee should notify their supervisor immediately so the City can evaluate whether or not seeking a workplace restraining order is appropriate. Employees who have obtained a civil restraining order against another person for violence occurring outside the workplace should notify their supervisor.

### **Investigating**

It is the responsibility of the Department Director to report and investigate all threats or acts of violence that occur in their department. The Department Director shall consult with the Risk Manager or Human Resources Director before initiating an investigation into a violent or potentially violent incident. An investigation, in such detail as may be appropriate, shall be initiated immediately following a report of an act or threat of violence and shall be concluded as soon as possible. -The Department Director in coordination with the Human Resources Director may designate another manager, as appropriate, to conduct the investigation. The investigator shall coordinate with Human Resources and law enforcement as necessary. A written summary of the investigation, and a description of the resolution, if any, shall be issued by the investigating officer/Department Head-Director to both the Risk Manager and Personnel-Human Resources Director.

In investigating an act or threat of workplace violence, the investigating officer shall:

1. Review all previous incidents involving violence at the workplace, including threats of violence and verbal abuse;
2. Visit the scene of the incident as soon as possible;
3. Interview the injured and threatened employees and witnesses;
4. Examine the workplace for security risk factors associated with the incident, including any reports of inappropriate behavior by the perpetrator;
5. Determine the cause of the incident;

~~6. Take corrective action to prevent the incident from recurring; and~~

~~7. Record the findings and corrective actions taken, to include any disciplinary action taken or proposed~~

EDITED



City of National City  
Human Resources Department

## OCCUPATIONAL SAFETY OR SECURITY PROGRAM

### INCIDENT REPORT

This form must be completed by the employee and the supervisor when an incident of violence, safety or security has occurred.

Employee(s) Name(s): \_\_\_\_\_  
Job Title: \_\_\_\_\_ Department: \_\_\_\_\_  
Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m.  
Location of Incident: \_\_\_\_\_

#### Person(s) involved and witness(es) to the incident:

Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_ Home/Work/Cell \_\_\_\_\_  
Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_ Home/Work/Cell \_\_\_\_\_  
Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_ Home/Work/Cell \_\_\_\_\_

Description of the Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Describe personal and/or property damage resulting from incident and any injury medical treatment required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preventable? \_\_\_\_\_ Non-Preventable? \_\_\_\_\_ Safety Equipment Used? ☐ Yes ☐ No

What actions have been taken with regard to incident? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How could similar incidents be prevented? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## City of National City

# WORKPLACE VIOLENCE AND SECURITY POLICY

## I. POLICY STATEMENT

It is the policy of the City of National City that every employee is entitled to work in a safe environment. Therefore, the District has adopted a “zero tolerance” policy regarding workplace violence. Consistent with this Policy, acts or threats of physical violence, including intimidation, harassment, or coercion, which involve or affect the City or which occur on City property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City by creating a hostile, abusive, or intimidating work environment for one or several City employees, or in any way interfering with the maintenance of a safe work place. To this end, the City Council adopts the following policy.

1. No employee of the City shall threaten or commit an act of violence toward another employee, member of the public, or property of the City.
2. All acts or threats of violence shall be reported immediately to a supervisor, superintendent, Department Director, the Risk Manager and/or Human Resources Director.
3. All reported acts or threats of violence will be timely investigated by the City. Appropriate actions will be taken to prevent further violent conduct or threats of violent conduct from occurring or being repeated.
4. Unless pre-authorized or a condition of employment (i.e. sworn Police personnel), no employee shall bring to the worksite or any City property or building, on their person, or in their belongings or vehicle any non-job related weapon or dangerous material of any type. Job-related weapons or tools that could be deemed a weapon must be authorized by the employee’s supervisor.
5. This prohibition against workplace violence applies to all persons involved in City operations, including but not limited to City personnel, contract workers, temporary employees, and anyone on City property or conducting City business off City property.

6. Individuals who commit acts or threats of violence or otherwise violate the provisions of this policy are subject to disciplinary action up to and including termination. Even in the absence of prior progressive disciplinary action, violating policy may be cause for dismissal from employment. Other corrective action may include, but is not limited to, referral to law enforcement agencies for illegal or criminal actions and/or the City seeking a workplace violence restraining order on behalf of the affected employee(s).
7. All employees are responsible for using safe work practices, for following written procedures and policies, and for assisting in maintaining a safe and secure work environment.
8. The City recognizes that individuals may experience difficulties related to their work, their relationships with co-workers, supervisors, superintendents, managers or members of the public. The City offers an Employee Assistance Program (EAP) for all City employees to receive support in handling any personal difficulties that may arise. When such difficulties are known, departments should inform affected employee(s) of the services provided by the EAP.

### **Definitions**

1. **Workplace Violence:** An intense and extreme behavior used to frighten, intimidate, injure, or damage another person or property at the place of work. It is usually an expression of anger, and can take the following forms:
  - a. gestures
  - b. innuendo
  - c. intimidation
  - d. physical force
  - e. retaliation
  - f. rough action
  - g. self-prediction of loss of control
  - h. stalking
  - i. fostering strong negative feeling or emotion
  - j. threats
  - k. violation of another's rights, property or sensibilities
2. **Threat:** A direct or implied expression of intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. Additionally, because intent may not always be perceived by co-workers, jokes about physical acts of violence will not be tolerated.

All individuals have the right to self-expression. However, the City will not tolerate abuse of this right.

### **Examples**

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- a. Striking, punching, slapping, shoving or otherwise physically assaulting another person.

- b. Fighting or challenging another person to a fight, grabbing, pinching or touching another person in an unwanted fashion (whether sexually or otherwise).
- c. Threatening an individual or his or her family, friends, associates, or property with harm in any way, whether verbal, written or physical.
- d. The intentional destruction or threat of destruction of property.
- e. Harassing or threatening phone calls.
- f. Harassing surveillance or stalking.
- g. The suggestion or intimation that violence is appropriate.
- h. Unauthorized possession or inappropriate use of a firearm, knife, explosive or destructive device or other dangerous weapon. This includes individuals that have permits to carry a concealed weapon.
- i. Any intimidating behavior reasonably perceived as a threat, including, but not limited to, yelling, shouting, swearing in anger, throwing things or slamming doors.

## **II. RESPONSIBILITIES UNDER THIS POLICY**

### **Management**

All employees in a supervisory role or position shall maintain his or her workplace free from workplace violence or threats of workplace violence. All managers, superintendents and supervisors are responsible for:

- Ensuring each employee is aware of the policy and complies with this workplace violence prevention program in their work areas.
- Supervising, evaluating, and documenting employee behavior and performance in conformance with safe work practices.
- Immediately reporting any threats or acts of violence which they have witnessed, received, or have been told that another person has witnessed or received to the Department Head and/or Human Resources, and to the police if the potential for a criminal violation exists.
- Ensuring reception and other appropriate employees are immediately made aware of a potential threat. Taking immediate measures in conjunction with law enforcement and the Human Resources Director to make sure all individuals who pose an immediate threat to the safety of others are removed from the workplace.

The City supports a communication system that promotes and encourages a continuous flow of safety, health and security information between management and employees without fear of reprisal. Within the City it is recognized that in order to maintain a safe, healthy and violence-free workplace, there must be open and two-way communication between all employees, supervisors, superintendents and managers on workplace safety, health and security issues.

### **Employee**

Employees are charged with adhering to this City policy against workplace violence and are responsible for immediately reporting any threats or acts of violence which they have witnessed or received to their supervisor or Department Director. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public as against City employees in the workplace. All suspicious individuals must be reported to a supervisor, Department Director or law enforcement as soon as possible. Employees who witness acts of criminal behavior or the planning of a criminal act that results or could result in workplace violence are responsible for immediately reporting such acts or planned acts to law enforcement and to their supervisor or Department Director.

## **III. COMPLIANCE**

The procedure for ensuring that all employees, including supervisors, superintendents, and managers, comply with work practices that are designed to make the workplace more secure and free of violence, and do not engage in verbal threats or physical actions which create a security hazard for others in the workplace, includes:

1. Informing employees, supervisors, superintendents and managers of the provisions of the Workplace Violence and Security Policy;
2. Evaluating the performance of all employees for compliance with the Workplace Violence and Security measures;
3. Recognizing employees who perform work practices which promote security in the workplace;
4. Providing training and/or counseling to employees whose performance in complying with work practices designed to ensure workplace security is deficient;
5. Disciplining workers for failure to comply with the Workplace Violence and Security Policy and practices up to and including termination.

## **IV. TRAINING**

### **Procedures**

All employees, including managers, superintendents and supervisors, shall be instructed on general and job-specific workplace security practices by their immediate supervisor.

All new employees and all other employees, for which instruction has not been provided and documented, shall be instructed on this policy, sign an acknowledgement receipt and comply with the policy.

All employees, supervisors, superintendents and managers shall be re-instructed on this policy whenever the City is made aware of a new or previously unrecognized security hazard, violent behavior or other tendencies on the part of the employee that may lead to violence or security problems.

## **V. INCIDENT INVESTIGATION AND REPORTING**

### **Reporting**

Any employee who is the victim of any violent or threatening conduct, or who observes such conduct shall report the conduct to his or her immediate supervisor, Department Director, or the Human Resources Director, as well as to law enforcement, if appropriate under the circumstances. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public as against City employees in the workplace. All suspicious individuals or activities must also be reported as soon as possible.

Immediately after the threat of or act of workplace violence by, a written report on a form provided by the Human Resources Department shall be completed by:

The Employee who the act or threat was committed against and the supervisor/superintendent where the incident took place.

If an employee has been threatened by someone outside the work place and has reason to believe there is a risk of violence in the workplace, the employee should notify their supervisor immediately so the City can evaluate whether or not seeking a workplace restraining order is appropriate. Employees who have obtained a civil restraining order against another person for violence occurring outside the workplace should notify their supervisor.

### **Investigating**

It is the responsibility of the Department Director to report and investigate all threats or acts of violence that occur in their department. The Department Director shall consult with the Risk Manager or Human Resources Director before initiating an investigation into a violent or potentially violent incident. An investigation, in such detail as may be appropriate, shall be initiated immediately following a report of an act or threat of violence and shall be concluded as soon as possible. The Department Director in coordination with the Human Resources Director may designate another manager, as appropriate, to conduct the investigation. The investigator shall coordinate with Human Resources and law enforcement as necessary. A written summary of the investigation, and a description of the resolution, if any, shall be issued by the investigating officer/Department Director to both the Risk Manager and Human Resources Director.



City of National City  
Human Resources Department

**OCCUPATIONAL SAFETY OR SECURITY PROGRAM**

**INCIDENT REPORT**

This form must be completed by the employee and the supervisor when an incident of violence, safety or security has occurred.

Employee(s) Name(s): \_\_\_\_\_  
Job Title: \_\_\_\_\_ Department: \_\_\_\_\_  
Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m.  
Location of Incident: \_\_\_\_\_

**Person(s) involved and witness(es) to the incident:**

Name: _____	Tel. No. _____	Home/Work/Cell _____
Name: _____	Tel. No. _____	Home/Work/Cell _____
Name: _____	Tel. No. _____	Home/Work/Cell _____

**Description of the Incident:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Describe personal and/or property damage resulting from incident and any injury medical treatment required:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preventable? \_\_\_\_\_ Non-Preventable? \_\_\_\_\_ Safety Equipment Used? ☐ Yes ☐ No

**What actions have been taken with regard to incident?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How could similar incidents be prevented?** \_\_\_\_\_  
\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting City Council Policy #703 – Environmentally Preferable Purchases and Practices (EPPP). (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting City Council Policy #703 – Environmentally Preferable Purchases and Practices (EPPP).

**PREPARED BY:** Ray Roberson, Management Analyst II

**PHONE:** (619) 336-4583

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

The proposed Environmentally Preferable Purchases and Practices (EPPP) policy formalizes the City's commitment to purchasing recycled products and implementing environmentally preferable practices. Local agencies that chose to adopt EPPP policies are eligible to apply for various State of California Department of Resources, Recycling and Recovery (CalRecycle) grants.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

No fiscal impact.

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Approve the Policy.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Policy #703 – Environmentally Preferable Purchases and Practices (EPPP)

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES (EPPP)</b>	<b>POLICY # 703</b>
<b>ADOPTED:</b>	<b>AMENDED:</b>

### Purpose

#### ENVIRONMENTALLY PREFERABLE PURCHASES

The City of National City provides that all departments shall, whenever possible, use recycled products and recycled materials to meet their needs. This policy is enacted to demonstrate compliance with the Waste Management Reduction Act and foster market development for recycled products.

#### PURCHASE POLICIES

- A. All City of National City departments shall use recycled products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled materials.
- B. All City of National City departments may, at their option and with purchasing concurrence, require procurement of designated recycled products or recycled products above the levels required by this policy.
- C. The City of National City shall require its contractors and consultants to use and specify recycled products in fulfilling contractual obligations whenever practicable.
- D. The City of National City shall promote the use of recycled products by publicizing its procurement policy whenever practicable.

#### PURCHASE RESPONSIBILITIES OF RECYCLED PRODUCTS AND MATERIALS COORDINATOR

The Purchasing Agent shall coordinate the implementation of this policy. He/she will establish a list of recycled products that shall be purchased by all City of National City departments whenever practicable and will develop the mechanism for maintenance, additions, and deletions to the list of recycled products available for procurement. Maintenance of the list will include addition of new products containing recycled material as they become available. Specifications of these new products and their suggested uses will be made available to all City of National City departments. The Purchasing Agent will also work with all departments to establish minimum recycled content standards for designated recycled products to maximize recycled product availability, recycled content, and competition. The Purchasing Agent will also be responsible for annual policy review.

#### ENVIRONMENTALLY PREFERABLE PRACTICES

The City of National City will act to make resource conservation an integral part of its waste reduction and recycling programs. The practice of discarding materials used in the City of National City facilities is wasteful of natural resources, energy, and money.

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

### **PRACTICE POLICIES**

1. The City of National City will integrate the concept of resource conservation, including waste reduction and recycling, into its environmental programs.
2. The City of National City will decrease the amount of waste of consumable materials by: a) reducing the consumption of consumable materials wherever possible; b) fully utilizing all materials prior to disposal; and c) minimizing the use of non-biodegradable products wherever possible.
3. The City of National City will cooperate with, and participate in, recycling efforts being made by the city and county. As systems for recovering waste and recycling develop within the City of National City, the City will participate by appropriately separating and allowing recovery of recyclable waste products.
4. The City of National City will purchase, where financially viable, recycled products. The City of National City will also encourage suppliers, both private and public, to make recyclable products and unbleached paper products available for purchase.
5. Representatives of the City of National City will actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and national levels.

The following page(s) contain the backup material for Agenda Item: Warrant Register #13 for the period of 09/21/16 through 09/27/16 in the amount of \$2,136,821.84.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Warrant Register #13 for the period of 09/21/16 through 09/27/16 in the amount of \$2,136,821.84.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 09/21/16 through 09/27/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Dick Miller Inc	325437	104,701.13	Plaza Blvd. Widening Project
Kimley Horn and Assoc Inc	325470	58,945.66	Wayfinding Task Project
Medifit Community Svcs	325482	67,920.61	Pool Management Fee / CSD / July & Aug
Project Professionals	325502	89,662.53	Plaza Blvd. Widening Project
West Tech Contracting Inc	325552	72,276.22	Paradise Creek Rest. Project
Public Emp Ret Systems	9222016	401,645.69	Service Period 08/30/16 – 09/12/16

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Warrant total \$2,136,821.84.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,136,821.84.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #13



**WARRANT REGISTER #13**  
**9/27/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS / OCT 2016	325395	9/27/16	160.00
ACME SAFETY & SUPPLY CORP	LIME VEST / PW	325396	9/27/16	233.81
ADAMSON POLICE PRODUCTS	POLICE BLACK VEST / PD	325397	9/27/16	76.30
ADMINSURE INC	WC CLAIMS ADMINISTRATION FEES	325398	9/27/16	6,948.33
ALDEMCO	FOOD / NUTRITION CENTER	325399	9/27/16	4,271.22
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	325400	9/27/16	1,302.70
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT SVCS FOR THE HOMELESS/NSD	325401	9/27/16	8,816.45
ANDERSON, E	RETIREE HEALTH BENEFITS / OCT 2016	325402	9/27/16	110.00
APWA	APWA CHAPTER AND MEMBERSHIP DUES / PW	325403	9/27/16	418.00
AT&T	AT&T SERVICE AUGUST 2016	325404	9/27/16	8,541.68
AT&T	AT&T SERVICE SEPTEMBER 2016	325405	9/27/16	169.86
AT&T MOBILITY	AT&T WIRELESS AUGUST 2016	325406	9/27/16	2,266.90
BANNER BANK	PLAZA BLVD. WIDENING PROJECT	325407	9/27/16	9,651.24
BEARD, P	RETIREE HEALTH BENEFITS / OCT 2016	325408	9/27/16	70.00
BECK, L	RETIREE HEALTH BENEFITS / OCT 2016	325409	9/27/16	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / OCT 2016	325410	9/27/16	110.00
BJ'S RENTALS	EQUIPMENT RENTAL / PW	325411	9/27/16	96.80
BOEGLER, C	RETIREE HEALTH BENEFITS / OCT 2016	325412	9/27/16	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS / OCT 2016	325413	9/27/16	145.00
CALIFA GROUP	CENIC LIBRARY BROADBAND	325414	9/27/16	4,642.20
CALIFORNIA STATE UNIVERSITY	ECONOMIC DEV CERT PROGRAM	325415	9/27/16	800.00
CARAVANTES, S	TRAVEL EXP: CERT CONFERENCE	325416	9/27/16	131.55
CARRILLO, R	RETIREE HEALTH BENEFITS / OCT 2016	325417	9/27/16	290.00
CDWG	HANDSET CORDS / MIS	325418	9/27/16	529.74
CHRISTENSEN & SPATH LLP	WITOD/LEGAL SERVICES/SA	325419	9/27/16	4,433.75
CLAIMS MANAGEMENT ASSOCIATES	LIABILITY & RISK MANAGEMENT SERVICES - AUG	325420	9/27/16	7,244.60
COLE, L	RETIREE HEALTH BENEFITS / OCT 2016	325421	9/27/16	165.00
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES / PW	325422	9/27/16	1,838.78
CONDON, D	RETIREE HEALTH BENEFITS / OCT 2016	325423	9/27/16	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / OCT 2016	325424	9/27/16	140.00
COUNTY OF SAN DIEGO	COUNTY BUILDING RECORDS	325425	9/27/16	24.00
COUNTY OF SAN DIEGO	RCS AUGUST 2016	325426	9/27/16	8,234.90
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / AUG	325427	9/27/16	2,622.33
CULLIGAN	WATERSOFTNER FOR DISHWASHER / NUTRITION	325428	9/27/16	221.50
DANESHFAR, Z	RETIREE HEALTH BENEFITS / OCT 2016	325429	9/27/16	250.00
DATA TICKET INC	DATA TICKET HANDHELD DEVICES	325430	9/27/16	9,661.65
DEAF COMMUNITY SRVCS OF SD	SIGN LANGUAGE INTERPRETATION SERVICES	325431	9/27/16	150.00
DELTA DENTAL	COBRA DENTAL INS - AUG 2016	325432	9/27/16	45.22
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS PMI AUG 2016	325433	9/27/16	127.38
DEPARTMENT OF JUSTICE	FINGERPRINT TEST RESULTS	325434	9/27/16	806.00
DESROCHERS, P	RETIREMENT BENEFIT OCT 2016	325435	9/27/16	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / OCT 2016	325436	9/27/16	70.00
DICK MILLER INC	PLAZA BLVD. WIDENING PROJECT	325437	9/27/16	104,701.13
DILLARD, S	RETIREE HEALTH BENEFITS / OCT 2016	325438	9/27/16	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / OCT 2016	325439	9/27/16	250.00
EISER III, G	RETIREE HEALTH BENEFITS / OCT 2016	325440	9/27/16	250.00
AGUILAR, E	LIABILITY CLAIMS COSTS	325441	9/27/16	1,240.66
EXPERIAN	MONTHLY CREDIT PRE EMPLOYEE REPORT / PD	325442	9/27/16	43.76
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLU	325443	9/27/16	223.18



**WARRANT REGISTER #13**  
**9/27/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
FABINSKI, D	RETIREE HEALTH BENEFITS / OCT 2016	325444	9/27/16	220.00
FARINGHY, A	EDUCATION REIMBURSEMENT	325445	9/27/16	150.00
FASTSIGNS	DIBOND 3MM WITH CUT OR PRINTED VINYL	325446	9/27/16	518.70
FELIX, Y	HOST POLICE RECORDS SUP TRAINING	325447	9/27/16	75.00
FIFIELD, K	RETIREE HEALTH BENEFITS / OCT 2016	325448	9/27/16	540.00
GELSKEY, K	RETIREE HEALTH BENEFITS / OCT 2016	325449	9/27/16	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / OCT 2016	325450	9/27/16	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / OCT 2016	325451	9/27/16	480.00
GOVCONNECTION INC	FORTIANALYZER LICENSE	325452	9/27/16	1,262.86
GTC SYSTEMS INC	GTC SUPPORT	325453	9/27/16	21,637.50
HANDY METAL MART	HINGE 2 1/4 X 3 1/2 / PW	325454	9/27/16	28.80
HANSON, E	RETIREE HEALTH BENEFITS / OCT 2016	325455	9/27/16	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / OCT 2016	325456	9/27/16	500.00
HAUG, S	RETIREE HEALTH BENEFITS / OCT 2016	325457	9/27/16	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS / OCT 2016	325458	9/27/16	400.00
HERNANDEZ, R	REIMBURSEMENT FOR TRAVEL EXPENSES, IAFC	325459	9/27/16	379.64
HODGES, B	RETIREE HEALTH BENEFITS / OCT 2016	325460	9/27/16	200.00
HONDO, E	RETIREE HEALTH BENEFITS / OCT 2016	325461	9/27/16	110.00
HONEYWELL INTERNATIONAL INC	HVAC SERVICES ON CITY BUILDING	325462	9/27/16	6,202.59
IAPMO MEMBER SERVICES	IAPMO MEMBERSHIP RENEWAL / FIRE	325463	9/27/16	250.00
IBARRA, J	RETIREE HEALTH BENEFITS / OCT 2016	325464	9/27/16	780.00
JAMES, R	RETIREE HEALTH BENEFITS / OCT 2016	325465	9/27/16	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / OCT 2016	325466	9/27/16	50.00
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS COBRA AUG 2016	325467	9/27/16	1,647.02
KEYSER MARSTON ASSOCIATES INC	PROFESSIONAL SERV/PLAZA BLVD	325468	9/27/16	750.00
KIMBLE, R	RETIREE HEALTH BENEFITS / OCT 2016	325469	9/27/16	300.00
KIMLEY HORN AND ASSOC INC	WAYFINDING TASK PROJECT	325470	9/27/16	58,945.66
KIRK'S RADIATOR	RECORE RADIATOR / PW	325471	9/27/16	864.00
KTU&A	NC DOWNTOWN SPECIFIC PROJECT	325472	9/27/16	23,930.00
LANDA, A	RETIREE HEALTH BENEFITS / OCT 2016	325473	9/27/16	155.00
LANGUAGE LINE SERVICES	LANGUAGE LINE INTERPRETATION SERVICES	325474	9/27/16	78.53
LIMFUECO, M	RETIREE HEALTH BENEFITS / OCT 2016	325475	9/27/16	160.00
LOPEZ, T	TRANSLATION SERVICES	325476	9/27/16	140.00
MABPA	MABPA MONTHLY LUNCH MEETING / CM MENDIVIL	325477	9/27/16	25.00
MALLORY SAFETY & SUPPLY LLC	SAFETY APPAREL	325478	9/27/16	434.97
MATIENZO, M	RETIREE HEALTH BENEFITS / OCT 2016	325479	9/27/16	100.00
MAZON, B	REIMB / SEX OFFENDER BOOTCAMP / PD	325480	9/27/16	78.11
MC CABE, T	RETIREE HEALTH BENEFITS / OCT 2016	325481	9/27/16	280.00
MEDIFIT COMMUNITY SERVICES LLC	POOL MANAGEMENT FEE / CSD / JULY & AUG	325482	9/27/16	67,920.61
MEDINA, R	RETIREE HEALTH BENEFITS / OCT 2016	325483	9/27/16	105.00
MINER, D	RETIREE HEALTH BENEFITS / OCT 2016	325484	9/27/16	580.00
MOBILE WIRELESS LLC	NETMOTION MOBILE MAINTENANCE RENEWAL	325485	9/27/16	4,028.00
MOSSY NISSAN	TIRE ROTATION / PW	325486	9/27/16	171.89
MTS	MTS TROLLEY FLAGGER SERVICE - NSD	325487	9/27/16	65.89
MYERS, B	RETIREE HEALTH BENEFITS / OCT 2016	325488	9/27/16	140.00
NATIONAL CREDIT REPORTING	MONTHLY SERVICE PROVIDED / SEC 8	325489	9/27/16	51.35
NBS	LANDSCAPE MAINTENANCE DISTRICT/PLANNING	325490	9/27/16	848.03
NOTEWARE, D	RETIREE HEALTH BENEFITS / OCT 2016	325491	9/27/16	120.00
ORKIN	PEST CONTROL	325492	9/27/16	659.00



**WARRANT REGISTER #13**  
**9/27/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC HIGHWAY RENTALS LLC	LIGHTING TOWER RENTAL AT LAS PALMAS PARK	325493	9/27/16	3,906.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	325494	9/27/16	393.65
PAUU JR, P	RETIREE HEALTH BENEFITS / OCT 2016	325495	9/27/16	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / OCT 2016	325496	9/27/16	140.00
PETERS, S	RETIREE HEALTH BENEFITS / OCT 2016	325497	9/27/16	290.00
POST, R	RETIREE HEALTH BENEFITS / OCT 2016	325498	9/27/16	280.00
POWERSTRIDE BATTERY CO INC	BATTERIES 31 PC2150 / PW	325499	9/27/16	2,628.62
PRO BUILD	MOP #45707 PLASTIC HEAD CUT KEY / PW	325500	9/27/16	186.60
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICE / NUTRITION	325501	9/27/16	46.00
PROJECT PROFESSIONALS CORP	PLAZA BLVD. WIDENING PROJECT	325502	9/27/16	89,662.53
PRUDENTIAL OVERALL SUPPLY	MOP 45742 UNIFORM CLEANING/ NEIGHBORHOOD	325503	9/27/16	26.08
RAY, S	RETIREE HEALTH BENEFITS / OCT 2016	325504	9/27/16	190.00
RCP BLOCK & BRICK INC	MORTAR MEDIUM TAN ROCK / PW	325505	9/27/16	30.32
REEDER, M	APA REIMBURSE/MREEDER/PLANNING	325506	9/27/16	575.00
ROARK, L	RETIREE HEALTH BENEFITS / OCT 2016	325507	9/27/16	135.00
ROBINSON, S	REIMB BREAKFAST ST#31 CREW / FIRE	325508	9/27/16	24.50
RUIZ, J	RETIREE HEALTH BENEFITS / OCT 2016	325509	9/27/16	310.00
S & S WELDING	SPECIAL TRAF GRATE GALVANIZED / PW	325510	9/27/16	479.60
S D COUNTY SHERIFF'S DEPT	CAL ID PROGRAM	325511	9/27/16	7,734.00
SAFRAN MORPHOTRUST	FINGERPRINT SUBMISSIONS	325512	9/27/16	44.00
SAN DIEGO FRICTION PRODUCTS	AIR SPRING / PW	325513	9/27/16	859.01
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	325514	9/27/16	2,919.64
SAN DIEGO PET SUPPLY	MOP # 45753 K9 FOOD / PD	325515	9/27/16	197.05
SAN DIEGO PLASTICS INC	PVCX KOMALU WHITE/WHITE 1/8" / PW	325516	9/27/16	274.68
SAN DIEGO PR	NATIONAL CITY NEWS / JUNE & JULY 2016	325517	9/27/16	600.00
SAN DIEGO UNION TRIBUNE	ADVERTISING FOR CIP E 16TH/GROVE PROJECT	325518	9/27/16	573.24
SCST INC	PLAZA & 14TH ST. PROJECT	325519	9/27/16	3,975.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	325520	9/27/16	46,554.34
SEAPORT MEAT COMPANY	MEAT / NUTRITION CENTER	325521	9/27/16	1,181.59
SERVATIUS, J	RETIREE HEALTH BENEFITS / OCT 2016	325522	9/27/16	340.00
SHERWIN WILLIAMS	PAINT FOR FACILITY BUILDINGS	325523	9/27/16	652.40
SHOEMAKER, M	REIMB. LUNCH, ST#31 CREW / FIRE	325524	9/27/16	26.45
SHORT, C	RETIREE HEALTH BENEFITS / OCT 2016	325525	9/27/16	300.00
SHRED IT USA	MONTHLY SHREDDING SERVICE / AUG	325526	9/27/16	92.95
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS/HOUSING	325527	9/27/16	222.36
SMITH, J	RETIREE HEALTH BENEFITS / OCT 2016	325528	9/27/16	320.00
SOUTH COAST EMERGENCY	FRONT WINDOW REGULATOR /PW	325529	9/27/16	1,199.13
SOUTHWEST SIGNAL SERVICE	STREET SIGNS / PW	325530	9/27/16	17,180.47
SPARKLETT'S	WATER SERVICES / SEPTEMBER 2016	325531	9/27/16	24.00
SPEEDPRO IMAGING	GRAPHICS / PW	325532	9/27/16	308.83
STAPLES BUSINESS ADVANTAGE	MOP: 45704 OFFICE SUPPLIES / PD	325533	9/27/16	1,668.46
STOUT, Z	EDUCATION REIMBURSEMENT	325534	9/27/16	150.00
STRASEN, W	RETIREE HEALTH BENEFITS / OCT 2016	325535	9/27/16	135.00
SUPERIOR READY MIX	660-2-4000P, 7 SK CONCRETE / PW	325536	9/27/16	2,340.52
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	325537	9/27/16	36,292.98
SWEETWATER AUTHORITY	WATER UTILITIES/500 E PLAZA/ SA	325538	9/27/16	46.57
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	325539	9/27/16	4,064.55
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE	325540	9/27/16	800.00
THE HOME DEPOT CREDIT SERVICES	FABRIC PEGS /	325541	9/27/16	272.27



**WARRANT REGISTER #13**  
**9/27/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE LAW OFFICES OF EDWARD Z KOTKIN	KOTKIN/LEGAL SERVICES/SA	325542	9/27/16	120.00
TIPTON, B	RETIREE HEALTH BENEFITS / OCT 2016	325543	9/27/16	250.00
TODD PIPE & SUPPLY LLC	PLUMBING MATERIALS / PW	325544	9/27/16	1,966.77
VERIZON WIRELESS	VERIZON AUGUST 2016	325545	9/27/16	107.58
VERRY, L	RETIREE HEALTH BENEFITS / OCT 2016	325546	9/27/16	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / OCT 2016	325547	9/27/16	480.00
VIORA, B	PARAMEDIC RECERT REIMB	325548	9/27/16	217.00
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NEIGHBORHOOD	325549	9/27/16	195.57
VISTA PAINT	TRAFFIC CONTROL SUPPLIES	325550	9/27/16	2,350.04
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES /PW	325551	9/27/16	1,981.77
WEST TECH CONTRACTING INC	PARADISE CREEK REST. PROJECT	325552	9/27/16	72,276.22
WHITE, J	RETIREE HEALTH BENEFITS / OCT 2016	325553	9/27/16	230.00
WILLY'S ELECTRONIC SUPPLY	ELECTRONICS SUPPLIES / MIS	325554	9/27/16	303.62
YBARRA, A	TRAINING REIMBURSEMENT / TASER INSTRUCTOR	325555	9/27/16	59.73
ZENGOTA, V	RETIREE HEALTH BENEFITS / OCT 2016	325556	9/27/16	300.00

**A/P Total                      702,900.46**

**WIRED PAYMENTS**

UNION BANK OF CALIFORNIA	AUG 2016 THRU JUL 2017 ADMIN FEES	844788	9/27/16	1,165.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/30/16 - 09/12/16	9222016	9/22/16	401,645.69

**PAYROLL**

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
20	9/13/2016	9/26/2016	10/5/2016	1,031,110.69

**GRAND TOTAL**

**\$2,136,821.84**

## Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### FINANCE COMMITTEE

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1<sup>st</sup> OF NOVEMBER, 2016.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #14 for the period of 09/28/16 through 10/04/16 in the amount of \$1,675,164.55.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.:** |

**ITEM TITLE:**

Warrant Register #14 for the period of 09/28/16 through 10/04/16 in the amount of \$1,675,164.55.  
(Finance)

**PREPARED BY:** K. Apalategui

**PHONE:** 619-336-4572

**DEPARTMENT:** Finance

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 09/28/16 through 10/04/16.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
National City Chamber	325585	55,310.28	NC Tourism Marketing District Fee / July
Haaker Equipment Company	325639	282,338.34	Broom Bear Dual Street Sweeper
COSD Auditor & Controller	842235	325,000.00	Proceeds / Sale of the Centro Condo

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Warrant total \$1,675,164.55.

**APPROVED:** 

Finance

**APPROVED:** \_\_\_\_\_

MIS

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,675,164.55.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #14



**WARRANT REGISTER #14**  
**10/4/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
211 SAN DIEGO	211 SAN DIEGO INFO LINE OF SAN DIEGO	325557	10/4/16	11,716.40
AFLAC	AFLAC ACCT BDM36 / OCTOBER 2016	325558	10/4/16	642.08
AIR PURIFICATION SYSTEMS	REGULATOR BODY WITH GAUGE AND FITTINGS / PV	325559	10/4/16	834.11
AIRGAS WEST	MOP#45714 PLUMBING MATERIALS	325560	10/4/16	1,221.99
AUSTIN DOORS	SERVICE ONE ROLL UP DOOR	325561	10/4/16	1,453.86
BROADWAY AUTO GLASS	WINDSHIELD REPLACEMENT / PW	325562	10/4/16	440.00
CA PARKS AND RECREATION	CPRS MEMBERSHIP / A DENHAM	325563	10/4/16	475.00
CARDIAC SCIENCE CORPORATION	G3 PLUS FULLY - AUTOMATIC PACKAGE	325564	10/4/16	1,295.00
COAST INDUSTRIAL SYSTEMS INC	HOUSING Q TIP FILTER / PW	325565	10/4/16	326.29
COUNTY OF SAN DIEGO	CO OF SD SHARE PARKING CITATION/AUG 2016	325566	10/4/16	10,058.75
CPP PRINTING	2X3 WELCOME BOARD- MOUNTED POSTER	325567	10/4/16	45.52
CYNTHIA TITGEN CONSULTING INC	WC MONTHLY SERVICES/SEPTEMBER	325568	10/4/16	2,992.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	325569	10/4/16	31,535.85
DALEY & HEFT LLP	LIABILITY CLAIM COST	325570	10/4/16	11,323.22
DALEY & HEFT LLP	LIABILITY CLAIM COST	325571	10/4/16	4,240.11
DALEY & HEFT LLP	LIABILITY CLAIM COST	325572	10/4/16	1,250.74
DALEY & HEFT LLP	LIABILITY CLAIM COST	325573	10/4/16	526.74
DALEY & HEFT LLP	LIABILITY CLAIM COST	325574	10/4/16	140.00
DEESE, L	CATERING SVCS / SO BAY MAYORS AND CMO'S	325575	10/4/16	300.00
DENHAM, A	REIMB/ VOLUNTEER RECOGNITION EVENT	325576	10/4/16	73.69
FASTSIGNS	VINYL HXW WHITE / PW	325577	10/4/16	52.32
FERGUSON ENTERPRISES INC	MOP#45723 PIPE MATERIALS	325578	10/4/16	491.99
FLEETCREW	EMS SERVICE LABOR / PW	325579	10/4/16	887.50
HONEYWELL INTERNATIONAL INC	THERMOSTAT / PW	325580	10/4/16	1,532.92
JJJ ENTERPRISES	SECURITY MONITORING SERVICES	325581	10/4/16	450.00
MANNING & KASS	LIABILITY CLAIM COST	325582	10/4/16	5,000.00
MEYERS NAVE	LABOR RELATIONS & NEGOTIATIONS SERVICES	325583	10/4/16	297.00
MOSSY NISSAN	OIL CHANGE AND FILTERS PACKAGE	325584	10/4/16	75.97
NATIONAL CITY CHAMBER	NC TOURISM MARKETING DISTRICT FEE / JULY	325585	10/4/16	55,310.28
NATIONAL CITY CHAMBER	NC CHAMBER BREAKFAST/ SEPT 2016 / CM MEN	325586	10/4/16	25.00
NOBLE KNIGHTS AUTO GROUP	LIABILITY CLAIM COST	325587	10/4/16	736.50
ORIENTAL TRADING COMP LLC	HALLOWEEN SUPPLIES / PW	325588	10/4/16	312.99
ORKIN	PEST CONTROL SERVICES MONTH OF AUGUST	325589	10/4/16	416.50
PATTY'S LINEN RENTALS	WHITE RESIN CHAIR WITH PADDED SEAT / CSD	325590	10/4/16	731.50
POWERSTRIDE BATTERY CO INC	MOP#467839 AUTO SUPPLIES / PW	325591	10/4/16	144.64
PRO BUILD	MOP#45707 SUPPLIES / PW	325592	10/4/16	887.28
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PARKS	325593	10/4/16	446.87
RED WING SHOES STORE	SAFETY BOOTS / PW	325594	10/4/16	125.00
RELIABLE TIRE CO	PASSENGER TIRES /PW	325595	10/4/16	361.50
RELIANCE STANDARD	VOLUNTARY LIFE INSURANCE / OCTOBER 2016	325596	10/4/16	2,695.98
RODRIGUEZ, G	REFUND / CITATION OVERPAYMENT	325597	10/4/16	80.00
SAM'S ALIGNMENT SERVICE	MOP#72442 VEHICLE SERVICE / PW	325598	10/4/16	207.00
SHERWIN WILLIAMS	MOP#77816 PAINT / NSD	325600	10/4/16	795.80
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 HORTICULTURAL ITEMS	325601	10/4/16	2,988.87
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 - BUSINESS CARDS HR	325602	10/4/16	74.12
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL	325603	10/4/16	136.49
SPEEDPRO IMAGING	CITY OF NATIONAL CITY LOGO - PW	325604	10/4/16	828.00
STACEY POWERS	CHAIR YOGA CLASS	325605	10/4/16	100.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. OF FINANCE	325606	10/4/16	476.14



**WARRANT REGISTER #14**  
**10/4/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STEVENSON, S	TRAVEL REIMBURSEMENT/ICMA CONFERENCE	325607	10/4/16	750.96
SWANK MOTION PICTURES INC	WS DVD GOOSEBUMPS / CSD	325608	10/4/16	1,000.00
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES	325609	10/4/16	1,273.51
THE HOME DEPOT CREDIT SERVICES	BLACK POST W FLANGE	325610	10/4/16	370.67
TOPECO PRODUCTS	MOP#63849 SUPPLIES / PARKS	325611	10/4/16	11.30
U S BANK	CREDIT CARD EXPENSE / PW	325612	10/4/16	39.14
U S HEALTHWORKS	PRE-EMPLOYMENTS PHYSICALS	325613	10/4/16	745.00
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO SUPPLIES / PW	325614	10/4/16	398.67
VULCAN MATERIALS COMPANY	3/4 IN CL 2 BASE / PW	325616	10/4/16	309.64
WESTFLEX INDUSTRIAL	MOP#63850 AUTO PARTS / PW	325617	10/4/16	570.50
WILLY'S ELECTRONIC SUPPLY	MOP#45763 AUTO PARTS /PW	325618	10/4/16	145.25
ZUMAR INDUSTRIES INC	TRAFFIC SUPPLIES PW	325619	10/4/16	5,106.11
MANZO, J	BL ADMIN REFUND	325620	10/4/16	10.50
RIBBONS GALORE	CUSTOM FLAT RIBBON / CSD	325621	10/4/16	160.71
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO PARTS / PW	325622	10/4/16	116.27
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	325623	10/4/16	607.38
AIRGAS WEST	MOP#45714 SUPPLIES / PW	325624	10/4/16	326.70
ALDEMCO	FOOD / NUTRITION CENTER	325625	10/4/16	1,547.79
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	325626	10/4/16	567.87
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES	325627	10/4/16	22,515.25
BEST BEST & KRIEGER ATTNY LAW	REGIONAL PERMIT PETITION	325628	10/4/16	427.50
CALIFORNIA COMMERCIAL SECURITY	FRAME SERVICE	325629	10/4/16	231.25
CEB	LEGAL PUBLICATION	325630	10/4/16	239.26
CEB	LEGAL PUBLICATION	325631	10/4/16	167.71
CLF WAREHOUSE	MOP#80331 SUPPLIES / PW	325632	10/4/16	391.59
DANIELS TIRE SERVICE	MOP#76986 TIRES / PW	325633	10/4/16	301.83
DATA TICKET INC	TICKET APPEALS & ON-LINE ACCESS / NSD	325634	10/4/16	3,467.36
DEPARTMENT OF INDUSTRIAL	ELEVATOR INSPECTION - PUBLIC WORKS	325635	10/4/16	2,700.00
FERGUSON ENTERPRISES INC	MOP#45723 SUPPLIES	325636	10/4/16	204.16
GEOSYNTEC CONSULTANTS INC	EDUCATION VILLAGE PROJECT	325637	10/4/16	29,628.70
GRAINGER	MOP#65179 SUPPLIES / FIRE	325638	10/4/16	337.61
HAAKER EQUIPMENT COMPANY	BROOM BEAR DUAL STREET SWEEPER	325639	10/4/16	282,338.34
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	325640	10/4/16	110.10
KNOX ATTORNEY SERVICE INC	KNOX ATTORNEY SERVICE	325641	10/4/16	74.75
LEFORTS SMALL ENGINE REPAIR	MOP#80702 AUTO PARTS / PW	325642	10/4/16	548.38
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / PW	325643	10/4/16	469.90
NEW CENTURY CONSTRUCTION INC	D AVE & E. 12TH ST ROUNDABOUT PROJECT	325644	10/4/16	15,000.00
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / PW	325645	10/4/16	156.84
PENSKE FORD	MOP#49078 AUTO PARTS / PW	325646	10/4/16	1,287.44
PERRY FORD	MOP#45703 AUTO PARTS / PW	325647	10/4/16	186.28
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO SUPPLIES / PW	325648	10/4/16	326.95
PRO BUILD	MOP#45707 SUPPLIES / PW	325649	10/4/16	891.87
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / NSD	325650	10/4/16	625.06
SEAPORT MEAT COMPANY	MEAT FOR NUTRITION CENTER	325651	10/4/16	475.29
SHEPHARD, S	ADV SUBS / SHERMAN BLOCK SLI TRAINING / PD	325652	10/4/16	384.00
SPARKLETTS	WATER / NUTRITION CENTER	325653	10/4/16	3.99
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES/CITY ATTORNEY	325654	10/4/16	741.99
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	325655	10/4/16	1,903.60
U S BANK	CREDIT CARD B	325656	10/4/16	120.14



**WARRANT REGISTER #14**  
**10/4/2016**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WEST COAST ARBORISTS INC	GPS TREE INVENTORY	325657	10/4/16	9,134.00
WEST PAYMENT CENTER	LEGAL PUBLICATION / CITY ATTORNEY'S OFFICE	325658	10/4/16	1,037.33
			<b>A/P Total</b>	<b>548,046.45</b>
<b>WIRED PAYMENTS</b>				
COSD AUDITOR & CONTROLLER	PROCEEDS / SALE OF THE CENTRO CONDO	842235	9/28/16	325,000.00
	<b>Start Date</b>	<b>End Date</b>		
	9/28/2016	10/4/2016		802,118.10
<b>SECTION 8 HAPS PAYMENTS</b>				
		<b>GRAND TOTAL</b>		<b><u>\$1,675,164.55</u></b>

## Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### FINANCE COMMITTEE

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
JERRY CANO, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1<sup>st</sup> OF NOVEMBER, 2016.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Councils authority to govern the sale or use of alcoholic beverages in city-owned buildings operated

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

An Ordinance of the City Council of the City of National City amending Title 10 Section 10.30.040 of the National City Municipal Code to establish the City Council's authority to govern the sale or use of alcoholic beverages in city-owned buildings operated and controlled by third parties, within a public park, through written agreements with the City.

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** City Manager

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

See attached explanation

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

There is no fiscal impact associated with this action.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Introduce the Ordinance amending Title 10, Section 10.30.040 of City of National City Municipal Code.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Ordinance for Introduction

## EXPLANATION

On October 18, 2016, the City Council of the City of National City directed staff to prepare a revision to Title 10 of the National City Municipal Code for Council consideration. Under the provisions of the City of National City Municipal Code, Title 10, Chapter 10.30 – Regulation of Alcoholic Beverages in Public Venues and Places, “It is unlawful for any person in any city park or in any adjacent city-owned public place to consume any alcoholic beverage or to possess an open alcoholic beverage container” (Section 10.30.030). Section 10.30.040 carves out an exception, allowing for the sale or use of alcoholic beverages in such facilities “in conjunction with an application for a temporary use permit pursuant to Chapter 15.60”. The purpose of the proposed amendment is to further clarify the exception under Section 10.30.040 to include the authority of the City Council to govern the sale and use of alcoholic beverages in city-owned buildings, within a park when such buildings are controlled and operated by third parties through written agreement with the City. Similar to the temporary use permit provision, the addition allows for the ability to add specific provisions related to the sale and consumption of alcohol to the written operating agreement for such buildings on a case-by-case basis. The proposed language is as follows (proposed language is underscored):

Section 10.30.40 – Exception – City buildings within city parks.

“Notwithstanding the provisions of Section 10.30.030, the city council may allow the sale or use of alcoholic beverages in a city-owned building located within a public park in conjunction with an application for a temporary use permit pursuant to Chapter 15.60. City-owned buildings which are operated or leased by a third party, pursuant to a written agreement, may be allowed to serve or sell alcohol according to the terms as set forth in that written agreement, and shall not be required to obtain a TUP pursuant to this section.”

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting amendments to City Council Policy 803: Facility Use Guidelines and Regulations for the Use of Community Centers. (Community Services)

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY# 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **PURPOSE:**

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling.

### **GENERAL POLICY:**

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the building.

These guidelines and regulations are established to properly define the conditions under which the facilities may be used and preserved for future users and may be changed or modified as necessary by the City Council.

### **Facilities Available for Reservation**

1. Martin Luther King Jr. Community Center, 140 East 12<sup>th</sup> Street  
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue  
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue  
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street  
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street  
Facility includes 2 classrooms

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

6. National City Aquatic Center, 3300 Goesno Place  
Facility include classroom

7. Granger Music Hall, 1615 East 4th Street  
Facility includes hall designed for concerts

### **Categories of Use by Priority**

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. **CITY PROGRAMS.** National City programs, events and meetings shall have priority over any other program or usage.
2. **CITY CO-SPONSORED PROGRAMS.** National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.
3. **CITY STAFF PARTICIPATION:** Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. **EDUCATIONAL GROUPS.** Educational activities organized by any school located in National City.
5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. **RESIDENT NON-PROFIT NATIONAL CITY GROUPS.** National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

### **Prohibited Facility Use**

City facilities are not available for the following purposes:

1. Private functions
2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

### **Fees and Deposits Based on Category**

Category	Resident Fees	Non-Resident Fees	Facility Use Fee \$50	Kitchen Deposit \$60	Key Deposit \$100	Cleaning Deposit \$100	Audio/Visual Deposit \$100
1. City Programs	None	None	None	None	None	None	None
2. City Co-Sponsored Programs	None	None	None	None	None	None	None
3. City Staff Participation	None	None	None	None	None	None	None
4. Educational Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
5. Governmental Agencies	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
6. Civic/Service Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
7. Resident Non-Profit National City Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
8. Other	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required

### **Resident and Non-Resident Fees**

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

### **Facility Use Fee**

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

**Refundable Deposits**

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

**Payment of Fees and Refundable Deposits**

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

**Applicant Eligibility**

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

### **Application Process**

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

### **GENERAL RULES:**

#### **Facility Use Rules**

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

#### **Damage, Cleanliness and Supervision**

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

### **Keys**

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

### **Facility Set Up**

Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

### **Decorating**

Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

### **Indemnification**

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

### **Insurance**

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least "A,VIII" by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City's Risk Manager.

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City's Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City's Risk Manager.

### **Alcohol Regulations**

The use of alcohol is prohibited in National City Community Centers.

### **Smoking**

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

### **Security**

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

### **Financial Statement**

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

### **Non-Discrimination**

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information,

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: April 5, 2016</b>

marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

### **Report Vandalism**

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY# 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: <u>November 1, 2016</u></b>

### **PURPOSE:**

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling.

### **GENERAL POLICY:**

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the ~~building~~facility.

These guidelines and regulations are established to properly define the conditions under which certain City facilities may be used, operated, and preserved for future users. This City Council Policy 803 shall apply to all City-owned facilities over which the City exercises exclusive operation and control.

Third parties shall not use City facilities for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the City, or of other applicable authorities. The guidelines and regulations of this policy are subject to change or modification as deemed necessary by the City Council. The following City-owned facilities are leased to third parties and are not subject to City Council Policy 803:

1. A Reason to Survive, 200 East 12<sup>th</sup> Street
2. National City Aquatic Center, 3300 Goesno Place
3. The Boys and Girls Club, 1430 D Avenue
4. The Frank A. Kimball House, 923 A Avenue
5. The National City Depot, 922 West 23<sup>rd</sup> Street
6. Las Palmas Pool, 1800 East 22<sup>nd</sup> Street
7. The Stein Family Farm, 1808 F Avenue
8. National City Golf Course, 1439 Sweetwater Road

### **Facilities Available for Reservation**

1. Martin Luther King Jr. Community Center, 140 East 12<sup>th</sup> Street  
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue  
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue  
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street  
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street  
Facility includes 2 classrooms
6. National City Aquatic Center, 3300 Goesno Place  
Facility include classroom
7. Granger Music Hall, 1615 East 4th Street  
Facility includes hall designed for concerts

### **Categories of Use by Priority**

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

1. **CITY PROGRAMS.** National City programs, events and meetings shall have priority over any other program or usage.
2. **CITY CO-SPONSORED PROGRAMS.** National City co-sponsored programs shall be given second priority. Policy 802 governs the annual list of City Co-Sponsored events. Applications for co-sponsorship may be submitted to Neighborhood Services Department at any time. The Policy 802 Committee meets annually to review applications.
3. **CITY STAFF PARTICIPATION:** Programs that include active participation and/or involvement by City staff to include, but not limited to, presentations, guest speaking and attendance. The City Manager or designee may approve the use to be categorized as City Staff Participation, as long as the program benefits City of National City employees and/or the community.
4. **EDUCATIONAL GROUPS.** Educational activities organized by any school located in National City.
5. **GOVERNMENTAL AGENCIES.** An administrative unit of government with specific responsibilities.
6. **CIVIC/SERVICE GROUPS.** An organization whose official goal is to improve National City neighborhoods through donations to local charities and volunteer work by its members.
7. **RESIDENT NON-PROFIT NATIONAL CITY GROUPS.** National City non-profit organizations, with 70% of active members having a National City residency and a majority of the officers having a National City residency.
8. **OTHER.** Proposed use not falling readily into one of the above categories of use will require approval from the City Manager or designee.

**TITLE: Facility Use Guidelines and Regulations for the Use of  
Community Centers**

**POLICY # 803**

**ADOPTED: August 10, 1993**

**AMENDED: November 1, 2016**

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City facilities are not available for the following purposes:

1. Private functions
2. Commercial purposes for personal financial gain
3. Fundraisers, for-profit events or any profit-making endeavors
4. Normally authorized groups sponsoring private usage
5. Any activity not consistent with the general business purpose of the building facility

**Fees and Deposits Based on Category**

Category	Resident Fees	Non-Resident Fees	Facility Use Fee \$50	Kitchen Deposit \$60	Key Deposit \$100	Cleaning Deposit \$100	Audio/Visual Deposit \$100
1. City Programs	None	None	None	None	None	None	None
2. City Co-Sponsored Programs	None	None	None	None	None	None	None
3. City Staff Participation	None	None	None	None	None	None	None
4. Educational Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
5. Governmental Agencies	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
6. Civic/Service Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
7. Resident Non-Profit National City Groups	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required
8. Other	Custodial Fees	City Fees and Custodial Fees	Required	Required	Required	Required	Required

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY # 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: <u>November 1, 2016</u></b>

**Resident and Non-Resident Fees**

City Fees and Custodial Fees are set forth in the City Council approved Fee Schedule.

**Facility Use Fee**

A Facility Use Fee of \$50 is required for all resident and non-resident groups using a facility, excluding City Programs and City Co-Sponsored Programs.

**Refundable Deposits**

1. **KITCHEN DEPOSIT.** A non-waivable, refundable kitchen deposit of \$60 is required. Kitchen equipment including major appliances, cooking tools, eating utensils, and the overall kitchen area shall be left thoroughly clean and ready for use by the next group, without any further cleanup required. If the kitchen is not left clean, it will be cleaned by city staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.
2. **KEY DEPOSIT.** A non-waivable, refundable key deposit of \$100 is required. If the key is not returned within one (1) business day of the event, the group will forfeit their deposit.
3. **CLEANING DEPOSIT.** A non-waivable, refundable cleaning deposit of \$100 is required. The facility, grounds and parking areas will be left clean and clear of debris. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will forfeit their deposit and be subject to an additional cleanup fee.

**Payment of Fees and Refundable Deposits**

Fees for use of City facilities are set forth in the Council approved Fee Schedule, and must be paid in full at least ten (10) days prior to the event. If payment is not received, the event will be considered cancelled, and the organization will be advised. The City Manager or designee may, for sufficient reason, make exceptions to this clause, but in any event, payment must be received before the event occurs.

Deposits must be made with a separate check. Deposits will be refunded following the return of the issued key, where no damage or loss has occurred and where no extra clean-up is required. In the event of damage, loss or extra clean-up, as determined by the Public Works Department, the deposit may be forfeited and additional charges may be incurred.

**Applicant Eligibility**

When an application is submitted on behalf of a business entity or organization, it shall be signed by a person with authority to bind the company or organization. Applications for rental of City facilities will not be accepted from anyone less than 21 years of age. Youth groups must have adult sponsors who guarantee observation of the guidelines and regulations. A minimum of one adult per 20 people under the age of 18 is required at the activity.

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Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

**Application Process**

Reservations will be accepted on a first-come-first-served-basis. The Schedule will remain tentative until 30 days before an event. At any time prior to the 30 days before an event, a group of higher category may displace a group of lower category (although consideration will be given to previously scheduled events). At 30 days before an event, the schedule is locked in, and bumping will not be permitted, except for City Programs (category 1). The City reserves the right to cancel, reassign, or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements.

Each organization is required to submit the following prior to being granted a Facility Use Permit:

1. Facility Use Application for each facility requested
2. Signed indemnity and hold harmless
3. Proof of insurance
4. Current roster and enrollment data (if applicable)
5. A copy of 501(c)(3) status and current audited financial statement if applying for non-profit status (if applicable)
6. Payment of applicable fees

**GENERAL RULES:**

**Facility Use Rules**

1. The applicant is responsible to ensure that participants are respectful of the facilities and equipment.
2. At no time may the applicant extend the hours of the facility use.
3. The use of City facilities is a privilege and all requirements of the City staff will be met expeditiously.
4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
5. Failure to comply with any of the guidelines and regulations or a staff directive shall be grounds for denial of any future requests by the applicant.

### **Damage, Cleanliness and Supervision**

1. All City facilities, including parking areas, grounds and restrooms, shall be left clean and clear of debris and in orderly condition. If the facility is not left clean, it will be cleaned by City staff or by contract, and the group will be billed accordingly.
2. In the event of physical damage to the facility, its equipment, its contents, or the surrounding grounds, an estimate of the cost of repairs and/or replacement will be made by the City, and the group will be billed accordingly.
3. Officers of organizations shall supervise the conduct of their members to avoid damage to City property.
4. Failure to comply may result in denial of future use of facilities.

### **Keys**

If approved by the Public Works Director and/or the Community Services Division designee an organization may receive a key in order to access the facility. Facility keys must be picked up from the Public Works Department one business day before the permitted event between 7:30 a.m. and 5:30 p.m. Keys should be returned to Public Works Department within one (1) business day of the event or the group will forfeit their deposit.

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Organizations are required to submit a room diagram at the time the facility application is submitted. The City will be responsible for the set up and tear down of equipment. Any additional equipment that the group wants to use at a City facility must be included on the facility application and approved by the City Manager or designee.

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Use of glue guns, nails, thumbtacks, staples, masking or electrical tape inside the facility is not permitted. Only non-adhesive putty may be used on the walls. All decorations must be fire proof or fire-retardant materials. Organizations must bring their own extension cords. Decorating for an event is not permitted outside of the facility.

### **Indemnification**

The applicant must complete a release, hold harmless and indemnity agreement which releases the City, its elected officials, employees, representatives, and/or agents from any and all claims asserted, suits or liability established for damages or injuries, including death, to any person or property, including injuries to applicant, caused by or alleged to be caused by any act or omission by the City, its elected officials, employees, representatives, and/or agents which arise out of or are in any matter directly or indirectly connected with the use or condition of the premises.

**TITLE: Facility Use Guidelines and Regulations for the Use of  
Community Centers**

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**ADOPTED: August 10, 1993**

**AMENDED: November 1, 2016**

**Insurance**

All groups are required to have insurance to protect the City from liability occasioned by their use of City premises. Specifically, all insurance required by this policy shall be written by California admitted companies which are rated at least “A,VIII” by the current A.M. Best Rating Guide or by a company of equal financial stability which shall be approved by the City’s Risk Manager.

Commercial General Liability coverage with limits of at least one million dollars (\$1,000,000) per occurrence must be provided. The City of National City must be named as an additional insured pursuant to a separate endorsement which will be provided to the City along with the Certificate of insurance prior to use of City fields/facilities. In addition, all deductibles and/or self-insured retentions must be disclosed to and approved by the City’s Risk Manager.

Insurance coverage may be obtained through the City under terms, conditions, and rates applicable at the time, depending on the nature and duration of the proposed use. Organizations desiring to purchase such insurance through the City must contact the City’s Risk Manager.

**Alcohol Regulations**

The use of alcohol is prohibited in National City Community Centers. Notwithstanding the provisions of National City Municipal Code Section 10.30.030, the City Council may allow the sale or use of alcoholic beverages in a city-owned facility located within a public park in conjunction with an application for a temporary use permit pursuant to National City Municipal Code Chapter 15.60. City-owned facilities which are operated or leased by a third party, pursuant to a written agreement approved by the City Council, may be allowed to serve or sell alcohol according to the terms as set forth in that written agreement.

**Smoking**

Smoking is prohibited in any part of a City facility. Per Government Code Sections 7596-7598, smoking is prohibited within 20 feet of the main entrances, exits and operable windows of any facility owned, leased and occupied by the State, County, or City.

**Security**

Applicants may be required to provide licensed, uniformed and contracted security guards for each event at the rate of one (1) security guard for each 200 attendees, as determined by the Public Works Director and/or the Community Services Division designee after consultation with the Police Department.

**Financial Statement**

All organizations must submit a financial report on how they plan to use the funds raised from the event and how the funds raised will benefit the National City community. Any financial report must be filed with the City within fifteen (15) days subsequent to the event by any

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organization charging admission or by any group using the facility for fund-raising purposes. A sign-in log of attendees, with addresses, may be required.

No donations, under any guise or circumstance, or for any purpose, shall be solicited at any City facility for causes not directly related to the activity in progress.

**Non-Discrimination**

The applicant hereby assures that all programs and activities implemented at City facilities and open to the general public will be conducted in a non-discriminatory manner, without regard to an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

**Report Vandalism**

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

<b>TITLE: Facility Use Guidelines and Regulations for the Use of Community Centers</b>	<b>POLICY# 803</b>
<b>ADOPTED: August 10, 1993</b>	<b>AMENDED: November 1, 2016</b>

### **PURPOSE:**

To establish a policy that defines appropriate facility usage and priorities and assigns responsibility for scheduling.

### **GENERAL POLICY:**

National City Community Centers may be available for public meeting purposes, civic purposes, and non-profit organizations whose memberships substantially includes National City residents or whose purpose is to provide services to National City residents. Use of any City facilities shall not interfere with the daily routine of any City activity or operation.

City facilities may not be used by any person or group for private functions, commercial purposes for personal financial gain, fundraisers, for-profit events or any profit-making endeavors or any activity not consistent with the general business purpose of the facility.

These guidelines and regulations are established to properly define the conditions under which certain City facilities may be used, operated, and preserved for future users. This City Council Policy 803 shall apply to all City-owned facilities over which the City exercises exclusive operation and control.

Third parties shall not use City facilities for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the City, or of other applicable authorities. The guidelines and regulations of this policy are subject to change or modification as deemed necessary by the City Council. The following City-owned facilities are leased to third parties and are not subject to City Council Policy 803:

1. A Reason to Survive, 200 East 12<sup>th</sup> Street
2. National City Aquatic Center, 3300 Goesno Place
3. The Boys and Girls Club, 1430 D Avenue
4. The Frank A. Kimball House, 923 A Avenue
5. The National City Depot, 922 West 23<sup>rd</sup> Street
6. Las Palmas Pool, 1800 East 22<sup>nd</sup> Street
7. The Stein Family Farm, 1808 F Avenue
8. National City Golf Course, 1439 Sweetwater Road

**Facilities Available for Reservation**

1. Martin Luther King Jr. Community Center, 140 East 12<sup>th</sup> Street  
Facility includes a large hall that can be separated into two sections and a kitchen
2. Kimball Senior Center, 1221 D Avenue  
Facility includes a hall and kitchen
3. Casa De Salud Center, 1408 Harding Avenue  
Facility includes a hall and half kitchen
4. El Toyon Recreation Center, 2005 East 4th Street  
Includes a hall and two small classrooms
5. Camacho Recreation Center, 1810 East 22nd Street  
Facility includes 2 classrooms
6. National City Aquatic Center, 3300 Goesno Place  
Facility include classroom
7. Granger Music Hall, 1615 East 4th Street  
Facility includes hall designed for concerts

**Categories of Use by Priority**

To ensure Community Centers are used in the best interest of National City residents, Community Centers will be administered in accordance with a priority system:

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### Fees and Deposits Based on Category

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### **GENERAL RULES:**

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4. City staff has the authority to direct that the event be terminated and that the premises be vacated and to request the Police Department's or Fire Department's assistance as necessary to clear the premises.
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### **Report Vandalism**

Although staff inspects our park sites and facilities on a regular basis, damage or vandalism may occur between visits. If you notice any broken equipment or furnishings, unsafe conditions, or vandalism, please report it to the Public Works Department at (619) 336-4580 during regular business hours.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$104,000 to be and remain a lien prior and superi

**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** November 1, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$104,000 to be and remain a lien prior and superior to a home purchase assistance loan on a single-family residence located at 1928 E Avenue in National City.

**PREPARED BY:** Angelita Palma, Comm. Dev. Specialist II

**DEPARTMENT:** Housing & Economic Dev.

**PHONE:** 619-336-4219

**APPROVED BY:** 

**EXPLANATION:**

On March 13, 2014, the Community Development Commission of the City of National City ("CDC") made a loan for \$18,026 from the HOME Investment Partnerships Program to assist in the rehabilitation of a single-family residence located at 1928 E Avenue in National City. The loan has an outstanding principal balance of \$17,795. Teresa Trujillo Labra ("Borrower") is interested in refinancing the first mortgage loan on the property and has been approved for a new loan from Wells Fargo Bank, N.A. ("Lender").

The Lender is requiring that the Community Development Commission-Housing Authority (CDC-HA) execute the attached subordination agreement allowing the new loan to hold superior position to the CDC-issued loan. The CDC-issued loan will maintain second lien position on the property. The purpose of the refinance is to reduce the interest rate to 4% for a 30 year term. There will not be cash proceeds to the Borrower through the refinance. Staff has satisfactorily reviewed the combined loan-to-value, preliminary title report, new loan terms, loan application, and underwriting summary.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ACCOUNT NO.**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Attachment No. 1: Subordination Agreement

RECORDING REQUESTED BY  
 FIRST AMERICAN TITLE COMPANY  
 AND WHEN RECORDED MAIL TO:  
 CITY OF NATIONAL CITY  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950  
 ATTN: HOUSING & ECONOMIC DEV

**ORDER NO.: 00148707-996-MCO-JH7**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SUBORDINATION AGREEMENT

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS AGREEMENT, made this **1st day of November 2016** by **Teresa Trujillo Labra**, owner of the land hereinafter described and hereinafter referred to as "Owners", and the **Community Development Commission-Housing Authority of the City of National City**, a public body, corporate and politic as present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

### WITNESSETH

THAT WHEREAS, Owners has executed a deed of trust, dated **March 13, 2014**, to the **Community Development Commission-Housing Authority of the City of National City** as trustee, covering the Real property in the City of National City, County of San Diego, State of California, described as follows:

ALL OF LOTS 6 AND 7 IN BLOCK 1, OF POWELL'S SUBDIVISION OF THE WEST HALF OF LOT 13 IN QUARTER SECTION 153 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1270, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 29, 1910.

EXCEPTING THEREFROM SAID LOTS 6 AND 7 THE WESTERLY 47.92 FEET.

EXCEPTING THEREFROM ALSO FROM LOT 7 THE NORTHERLY 32 FEET.

APN: 560-251-08-00

to secure a note in the sum of **\$18,026**, dated **March 13, 2014**, in favor of The **Community Development Commission-Housing Authority of the City of National City**, a public body, corporation and politic, which deed of trust was recorded **March 17, 2014**, Recording Number **2014-0103793** Official Records of said county; and

WHEREAS, Owners has executed, or is about to execute, a deed of trust and note in the sum not to exceed **\$104,000** dated **2016**, in favor of **Wells Fargo Bank, N.A.**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He/She consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He/She intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**Community Development Commission – Housing  
Authority of the City of National City**

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**By: Ron Morrison, Chairman**

Beneficiary

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**Teresa Trujillo Labra**

Owner

(All signatures must be acknowledged)

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS:

On \_\_\_\_\_ before me,

FOR NOTARY SEAL OR STAMP

\_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies) and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and  
correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS:

On \_\_\_\_\_ before me,

FOR NOTARY SEAL OR STAMP

\_\_\_\_\_,  
a Notary Public, personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies) and that by  
his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the  
State of California that the foregoing paragraph is true and  
correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_